

# THE Hongkong Weekly Press

AND

## China Overland Trade Report.

Vol. LXIV.]

HONGKONG, MONDAY, 26TH NOVEMBER, 1906.

No. 21

### CONTENTS.

Epitome	353
Leading Articles:—	
Chinese Topics	354
China's One Step Forward	354
Cases Deserving Deportation	355
Banking in the Philippines	355
The Chinese Imperial Post	356
Russo-Japanese Relations	356
British Consular Service	357
Hongkong Sanitary Board	357
Supreme Court	357
Marine Court	362
Chinese and Birth Registration	363
Infringement of Trade Mark	363
Mr. E. Houghton's Death	363
Corinthian Yacht Club	364
Oxford Local Examinations, July, 1906	364
Viceroy Shun	364
A Tale of the Sea	364
Kowloon Dock Extensions	364
Hongkong's New G. O. C.	365
"Heungshan" Refloated	365
Companies:—	
Dairy Firm Company, Ltd.	365
The International Cotton Company, Ltd.	365
Correspondence	365
Indians Warned off Vancouver	365
Canton	366
Macao	366
Typhoon Committee	366
The German and Japanese Affray at Shanghai	366
Mining Rights in Shansi	366
European Dealers and Chinese Taste	367
Interesting Horse Case at Shanghai	367
The Sugar Industry in Formosa	367
Interesting Chinese Decrees	368
Broker and Lawyer	368
Chinese Railway Loan	368
New Treaty of Commerce	368
A Successful Japanese Speculator	369
Luggage Inspection at Shanghai	369
Chinese Retrogression	369
Review	369
Departure of the Fleet	369
Miscellaneous	369
Commercial	370
Shipping	372

### BIRTHS.

On November 13th, at Shanghai, the wife of W. F. BICHARD, of a son.  
On November 15th, at Shanghai, the wife of A. W. BUEKILL, of a son.  
On November 19th, the wife of Rev. R. A. PARKES, Shanghai, of a son.  
On November 19th, at Shanghai, to Mr. and Mrs. J. C. SHENGLE a daughter.  
On November 19th, at Shanghai, the wife of J. E. B. INCH, of a son.

### MARRIAGES.

On November 10th, at Shanghai, FREDERICK WILLIAM STEWART to MARGARET SLACK.  
On November 17th, at the Roman Catholic Cathedral, Hongkong, by the Rev. Fr. P. de Gabardi, JOAO JOAQUIM, fourth son of the late ANTONIO DOS REMEDIOS, of Hongkong, to EPICARIDES MARIA (NEONHA), younger daughter of Mr. ALFREDO MARIA ROZA PEREIRA of Hongkong.

### DEATHS.

On November 14th, at Shanghai, VIRGINIA, the beloved wife of A. R. MADEIRA.  
On November 15th, at Victoria Hospital, ANNIE M. COYLE, the dearly beloved wife of J. COYLE of Public Works Department.  
On November 16th, at Weiheiwei, ANNIE ELIZABETH VICTORIA, beloved wife of DUNCAN CLARK.  
On November 19th, at Shanghai, RITA, daughter of Mr. and Mrs. J. A. URQUHART, aged 7 weeks.  
On November 23rd, at 31 Seymour Road, A. H. BANKER, wife of the late WILLIAM SWALLOW Banker, of Newchwang, aged 60 years.

### Hongkong Weekly Press.

HONGKONG OFFICE: 10A, DES VŒUX ROAD CL.  
LONDON OFFICE: 131, FLEET STREET, E.C.

### ARRIVAL OF MAIL.

The German Mail of 23rd October arrived, per the *ss. Prinz Regent Luitpold*, on Wednesday, the 21st November.

### FAR EASTERN NEWS.

The Municipal Council of Shanghai has ordered from Messrs. Howarth, Erskine & Co. two steel bridges costing \$220,000.

On Nov. 16th the police and employees in the Registrar-General's office started work in connection with the taking of the census.

A large junk entering Shanghai on November 20th, and crowded with Chinese, capsized in the Huangpu. About sixty were drowned.

H.M. S's *Fame* and *Handy* have proceeded to Kunchuk to assist in towing off H.M. S. gunboat *Robin* ashore on a sand bank there.

Rinderpest has broken out among the cattle kept by the French mission at Pokfolum. It is reported that one has died and three are sick.

The Rev. L. Lloyd has issued a subscription list to raise funds for the purpose of erecting a brass tablet to the memory of Bishop Hoare in the Foochow Church.

The Shanghai Municipal Council announces its willingness to admit a body of one hundred Chinese Volunteers under foreign officers as a unit of the local defence force.

It is reported that an action for libel instituted by the Society of Jesus in Tientsin against the *China Times* will be heard next month in Tientsin before Mr. Justice Bourne.

The international walking match took place at Shanghai on November 25th in rain and mud. The English representatives were first, the French second, and the Scotch third.

The contract for the lease by Korea to Japan of Chinha Bay, which is to be used as a naval port, was signed on the 12th ult. The land will be taken over by the Japanese authorities early next March.

An influential Chinese and foreign committee is being formed at Shanghai to organize relief for the famine stricken people of North Kiangsu. Spasmodic rioting continues there among the distressed population.

The *s.s. Mongolia*, having been thoroughly repaired and placed in good order and condition, will again go on the route taking up her regular sailing date as per schedule leaving San Francisco on December 21st for Hongkong, via usual ports of call.

It will interest the travelling public to learn that Messrs. Tbos. Cook and Son, the well-known tourist agents are about to open branches in China and Japan. The chief office will be in Hongkong, and Mr. Norman F. Blanch who has been appointed general agent for China and Japan, has already arrived in the Colony to make the necessary arrangements.

On Nov. 22nd the Danish salvage steamer *Protector* commenced operations which it is hoped will be successful in refloating the French torpedo boat *Fronde*. When this task is completed the *Protector* is expected to attempt to refloat the *s.s. Petrarck*.

The Osaka Spinning Company has received an order to supply khaki uniforms for three divisions of the army of the Viceroy Yuan. According to the *Jiji* the Chinese military authorities intend using this material for the clothing of all Chinese troops.

A Chinaman employed at the China Borneo Company's sawmills at Mongkok met his death there on Nov. 21st. While carrying a load of wood he slipped and fell on one of the huge circular saws, which cut his head open, death being instantaneous.

A very daring robbery was perpetrated at Messrs. Falconer's premises early on November 24th. The thief succeeded in breaking a side window and abstracted three watches without the watchman being aware of his movements. Whether the latter was asleep or temporarily absent is not apparent, but the incident is a serious reflection on the utility of some watchmen. The police are making inquiries but up to the present have obtained no clue as to the thief or thieves.

A Chinaman recently returned from South Africa, arrived here from Shanghai by the *Choyang* and engaged quarters at a boarding house in Centre Street. He had £6 on his person, and apparently had been exhibiting it, for two coolies are alleged to have relieved him of the money yesterday. When he discovered his loss it is stated that he attacked the two with a knife, inflicting, it is feared, fatal injuries on the one, and minor wounds on the other. Five men have been arrested in connection with the affair.

It is reported from Peking that by the abolition and amalgamation of the various Boards and departments which recently came within the scope of the reforms of the metropolitan official system, no less than fourteen hundred secretaries, clerks, scribes and petty officers belonging to the Boards and departments concerned have to await appointment to the provinces, or other metropolitan departments. In the meantime there is no salary for the unlucky people to draw in consequence of which there is much discontent in Peking.

The *China Times* remarks:—Sir Robert Hart recently appointed Mr. Konovloff, a young Russian with nine years' service, Chief Secretary of the Imperial Maritime Customs, a post ranking in importance after that of the Deputy Inspector General. The Inspector-General has appointed Mr. Cheung Yok-tong, Chinese clerk of 3rd class A, employed in the Iohang Customs at a salary of 70 taels a month to be Commissioner in charge at Yatung, in succession to Mr. Henderson—even more rapid promotion than that of Mr. Konovloff.

The incorporation of the Tokyo and Osaka Sugar Refining Companies was approved at special general meetings of the respective concerns on Nov. 5th. The necessary procedure for the incorporation was gone through on Nov. 11th, and the business will be conducted after this date under the style of the Dai Nippon Seito Kaisha (Great Japan Sugar Refining Company). We understand that the proposed incorporation of the Dairi Sugar Refining Mill has not come about, the terms proposed by the latter concern being disapproved of by the incorporated company.



## CHINESE TOPICS.

(Daily Press, November 17th.)

China gets its fair share of attention in the British newspapers arriving by yesterday's mail. As usual, there are comments both wise and otherwise. The *Times*' correspondent at Peking certainly must not be placed in the latter category, and we are glad to note that he is now, with regard to the question of Customs control, allowing at least those who are able to read between the lines to see that there is more than one side to it. To revive a phrase dating from the last Parliamentary campaign, there is more in his message than meets the eye, and his information with regard to Sir ROBERT HART's present position cannot be written on a half sheet of note paper. Dr. MORRISON insists that the INSPECTOR-GENERAL's circular to the staff in no way weakens the effect of the Imperial edict, which is admitted; but it does seem wrong to persist that that edict made a "fundamental" change. In the circular Sir R. HART notified the service that on two occasions, the 12th and 15th of May, he was personally assured by the Chinese Controllers-General that the relations of the staff with the Inspector-General would continue as heretofore; that there would be no change; that the new board would simply exercise the authority formerly vested in the Wai-wu pu. Sir R. HART, therefore, adjured the staff to abstain from expressing by mouth or pen any fears regarding the situation or hypothetical conjectures which might produce comments detrimental to the dignity of the Chinese Government. As we have several times suggested, the author of that circular is "Chinese" HART, and he is hanging on-tooth-and-nail for purely personal and sentimental reasons. Even the *Globe* has now discovered that he is no martyr in the sense that the earlier agitators made out; it remarks "Any decree emanating from the Throne holds good until set aside by a fresh decree; explanations not bearing that authoritative impress are of no use whatever. As Sir ROBERT HART is perfectly aware of that fact, his present subserviency, so radically different from his conduct in the past, can only be attributed to a personal conviction that further protest would be undignified and profitless." We have attributed it from the beginning to the real reason, and pointed out that the real danger is not the bogie of Chinese control (that would be insufferable) but the appointment of an INSPECTOR-GENERAL who would not keep great Britain's paramount interests in the forefront of his mind. We quote here the vital part of Dr. MORRISON's despatch:

"The circular, which has given cold comfort to the staff that has rendered to Sir R. Hart such loyal service, concludes with the significant admission that it has been submitted to and approved by the Controllers-General. As a matter of fact, it was amended by Tang Shao-yi, who excised one whole paragraph. Thus Sir R. Hart hopes to allay anxiety by citing verbal assurances given immediately after the issue of the edict, which assurances have apparently since been forgotten by the Controllers-General while engaged in stripping Sir R. Hart of his power, recasting the administration of the service, ordering delay in the publication of all returns and reports until they have been first submitted to the censorship of the new board, and traversing the authority of all the commissioners. The assurances now transmitted by Sir R. Hart were in his possession when he wrote those letters, so disquieting to the service, in which he announced his early retirement and foreshadowed as a consequence the transference of the Customs to Chinese control and the

absorption and disappearance of the foreign inspectorate."

A very naive explanation of Japan's ambitions in China has appeared in another journal, which had the advantage of a Japanese contributor. From both Manchuria and Korea, all Japan wants are food stuffs and raw agricultural products. In return she will supply manufactured goods and machinery for development. There will not be any excessive emigration, in spite of all that was formerly said of Japan's surplus population. "The truth is," we are told, "the Japanese are not so keen on emigration as is by some supposed." We suppose this refers to the good Japanese. Anyway, Japan is resigned to competition and a fair field for it; for instance, she will leave to others the exploitation of Manchuria's mineral resources. Best crops and wool she has particularly ear-marked for herself, with all the food stuffs that can be got. This is all very interesting, but smacks rather of the tailors of Tooley Street.

We note also in the same journal a somewhat too optimistic account of "the share which China contemplates taking in the building of railways." The word "contemplation" is very apt as applied to much of Chi's enterprise; and though it may be quite true that "China contemplates doing more in this direction than is commonly imagined," we have learned to observe these contemplations with some show of patience. The article enumerates nearly six thousand miles of lines that "are to be built by Chinese," as follows:

"North of the Yangtsekiang—Peking to Changchiao, i.e., Kalgan, about 130 miles north-west direction from capital; Hankow to Chingtu, in Szechuen, via Chungking, about 750 miles; Hsi-an Fu to Tungkwang, about 75 miles; Singyang to Pukou, opposite Naikin, about 270 miles; Kaifung to Haichau (on Yellow Sea), about 250 miles.

South of the Yangtsekiang—Kwangteh to Wuhu, about 75 miles; Shanghai to Hangchow, about 85 miles; Ca-ton to Wuchang (Hankow), about 580 miles; Canton to Kwangpoo, better known as Whampoa—the old anchorage—10 miles; Chaochaufu to Swatow (Shantao), about 35 miles; Canton to Nanchang (capital of Kiangsi), about 320 miles; Canton to Amoy, about 365 miles; Amoy to Fuchau, about 130 miles; Canton to Nanning, about 360 miles; Yunnanfu to Kweiyangfu, about 125 miles; Yunnanfu to Chingtu (Szechuen capital), about 450 miles; Kinsu to Ili (the Ili frontier railway), about 740 miles; Chingtu (Szechuen) to Lhasa (Tibet), about 650 miles."

Some of these items are said to appear for the first time "in a list given in English"; we might have expected a much larger list, seeing that it is one of lines still under contemplation.

## CHINA'S ONE STEP FORWARD.

(Daily Press, 19th November.)

Although it would be too sanguine to expect that anything very definite will be done by the Chinese Government with respect to introducing representative institutions for some time to come, there is still reason to believe that they are desirous of making some movement in this direction. At least, the despatch of the Commission to Europe to obtain information, and the subsequent consultations with the Viceroy would seem to indicate that the question is being dealt with in earnest, and that it is regarded as at all events one which is worthy of careful consideration at headquarters. This, of course, is a long way off any practical action in the matter; but it is as much as could be expected when we bear in mind the magnitude of the change proposed and the difficulty which must be experienced in gaining the support of the

Provincial Authorities to the introduction of a system which must necessarily be in opposition to so many of their most cherished traditions. It is, however, no little thing that the question should have been entertained at all at headquarters. Time was when any suggestion of representative government would have been met by a blunt "non possumus" at Peking and indeed throughout the Empire. It would have been pointed out that the idea of consulting the common people as to the way in which they were to be governed and taxed was absolutely opposed to the fundamental principles of paternal rule in the Celestial Empire. And it must be confessed that, upon merely abstract principles, there is a great deal in the argument. Indeed from a Chinese point of view it would seem to be conclusive. It is, therefore, so much gained that we find the Chinese have got sufficiently out of their old grooves even to entertain a question of this kind. What particular circumstances have induced them to adopt this attitude is a matter of speculation. Past experience would lead to the supposition that this may be only one of the many instances where the Chinese have deemed it advisable to make a show of progress with the idea of appeasing foreign nations for a time, while they were finding means of going on in their old way and were fully determined to do so, notwithstanding all their professions. With some of the more reactionary officials this is probably the case. It would hardly be wise for them to manifest too strong an opposition, and the Chinese instinct, when that is the case, has always been to give a general assent and to trust to circumstances to afford them an excuse of modifying it to such an extent that it becomes practically abortive. But admitting this, there are still signs that there are some statesmen among the Chinese who are capable of looking a little further ahead; who grasp the fact that if China is to hold her own, some radical change must be made in her internal administration, and who are consequently not unwilling to consider whether the introduction of representative institutions may be a practical solution of the difficulty. In arriving at this view it may be reasonably concluded that the beneficial results from that course which have accrued in Japan has influenced the Chinese much more than any very great appreciation of foreign institutions. The idea that China could not do anything which Japan had succeeded in doing is one which would little commend itself to the Chinese, who have always considered themselves far superior to the small nation in the Eastern Ocean. They have seen how Japan consolidated her internal power, improved her foreign relations, and finally was able to cope with a formidable foreign enemy, by the timely adoption of internal reforms upon a liberal basis; and it may naturally occur to some of them that they could attain to the same results by the same means. In this idea they would be encouraged by the Japanese themselves to whom of late they have gone for advice upon many matters. In this way it is natural to suppose that among the more advanced Chinese statesmen there is an honest belief that something might be done to improve affairs in China by representative institutions. At the same time, even those disposed to reform in this direction are not likely to be in favour of any very rapid alteration of the existing state of affairs, and are alive to the fact that the matter is one in which they must proceed warily. Whether those who are thus disposed will be able to hold their own against the more



reactionary is a difficult question, but the probabilities certainly lie in the direction of the reactionaries being able to check reform, at least for a considerable time to come. It would therefore, be too sanguine to conclude that the movement which has been inaugurated will be brought to any definite issue at an early date, and the report of the Commissioners in favour of a gradual dealing with the subject can be understood in this light. The danger thus is that the reforms may be so gradual that they will not be sufficient to make headway against the current of conservatism, which is so strong among the Chinese. At the same time it is to be remembered, against this, that there has always been a strong popular element in China, notwithstanding its arbitrary form of government, which only awaits an opportunity of making its weight felt, and this may, if properly directed, be availed of to strengthen the hands of those, in favour of reform. The idea of popular representation having at last been recognised at headquarters as a matter for consideration, means may be found of dealing with the question which were quite impossible so long as any such views were regarded (as has hitherto been the case) as nothing short of revolutionary.

### CASES DESERVING DEPORTATION.

(Daily Press, November 20th.)

"Swarmery" continues to manifest itself in China as elsewhere. It is nothing less than extraordinary how amenable a mob can be to the idlest of instigations. Any cock-and-bull story seems sufficient to provoke it to remarkable excesses of fervour. There was an element of this Gadarene madness in the last British Parliamentary elections, and we are still reaping the whirlwind in connection with the repatriation of all the Chinese from South Africa. If only this were being done for the same practical reasons that prompt the "White Australia" policy, it would not be so bad, but the most recent arguments are the most hysterical yet; and would have equal force if employed to advocate the abolition of all public schools, armies and barracks and camps whatever. In Shansi we read that the suicide of a student alarmed by false reports of wholesale mining concessions to the Peking Syndicate led to a swarmery of two thousand students, who got so far as to talk of general hara-kiri, of rebellion and civil war, and other desperate remedies. They finally simmered down, as all young men do if given a fair chance. In Chekiang, it is reported that worse things have been occurring. We quite recently unfolded the story of a sectarian feud over the ownership of a crop of waterchestnuts, and it is now reported that the trouble was still proceeding during the first ten days of this month. On Nov. 9th there was serious rioting at Haimen or Heimen, when houses were looted and firearms used. So at least a contemporary learns from, we assume, a missionary source, and after what we have just been reading and republishing, we cannot altogether repress a certain amusement when our contemporary has to withhold its news. Unwilling to discredit it, our contemporary is yet bound to remark that "in the form in which it reaches us it is so obviously compiled in great haste and possibly in a moment of great perturbation that we prefer to await further details". In simpler phraseology, the *ex parte* report of the incidents was too patently untrustworthy to print; at which, remembering the circumstances, and recognising the only

two possible sources for reports, we are not surprised. It seems to us that the time has come for plain speaking. Our contemporary goes much further than usual when under the pressure of irresistible evidence it notes that "the actions of at least one of the missionary bodies represented do not seem to have corrected the tendency for outbreaks among the population". We have no hesitation in going further, and, in respect of the Chekiang troubles, pointing out that the admitted actions of both sides have encouraged that tendency. Fortunately such missionaries are not in a majority, or China would indeed awake. There are many good and pious men of the same faith, whose friendship we regard as a privilege, and whose lives we honour, who must be as much distressed by the behaviour of the firebrands as we are. With ourselves they deplore, as the *North-China Herald* puts it, "that the Chinese should witness the spectacle of foreigners, who have come among them to preach the gospel of peace and good will, engaged in encouraging or countenancing mob law". Verily theirs is the sort of good will that, as business men say, requires to be written down. We agree with our contemporary that investigation is necessary, and in view of the alertness recently shown by Sir John Jordan to the danger in this direction, we have hopes that something practical may be done to put a stop to such scandals. A few bad examples only need to be deported, to bring the rest to their senses.

### BANKING IN THE PHILIPPINES.

(Daily Press, November 21st.)

Worried of the law's delay the Spanish-Filipino Bank has taken the extraordinary step of explaining to the public in a pamphlet its position in the dispute with the Insular Government as to its exclusive right to issue bank notes in the Philippines. We have not previously followed the developments of the dispute, beyond noting that the Spanish or Filipino press appeared to be entirely on the side of the bank, defending its alleged right, as the pamphlet remarks, "with remarkable acumen and unusual unanimity". The Bank recites its own "past of perfect harmony" with its "absolute conjunction" of Philippine interests with those of the Bank, a lifetime of fifty-two years of mutual and unvariable confidence, and remarks that "the advent as Sovereign of a great and rich nation, whose principal greatness is founded upon being the verbum of democracy and the standard bearer of liberty, drove out from us all fear of being disturbed in the peaceful and quiet possession of our belongings". Yet "hardly had the Civil Government been implanted in the Philippines, than the Secretaryship of Finance began to show a persistent and earnest desire to thwart our action". The Americans instituted the first searching investigation into its affairs, which the Bank had so far experienced, with the result that "the Spanish Philippine Bank appeared as the most careful administrator and conscientious guardian of the interests that unto it were confided; everything was in the most perfect order". Notwithstanding this claim to special countenance and protection, the Bank complains that efforts were at once made to cause them to reduce to a half the issue of their notes then in circulation. The Bank obeyed, without, it is claimed, renouncing its privilege. On Sept. 24th, 1901, the Bank was notified of the official desire to put all the insular Banks, present or future, on a footing of uniformity. The

official letter said, "the change in conditions is such, since the transfer of sovereignty in these islands from Spain to the United States, that there is a strong demand for American banks and for the issue of circulating notes upon the American system". There was no desire, the notification said, to infringe upon the privileges of the Spanish-Filipino Bank, but it was probable that Congress would refuse to consider its privilege of note-issue to be an exclusive one. The total amount issued should not exceed the amount of capital paid up, and other usual suggestions for ensuring security were tentatively made. The Treasury would be satisfied, in the case of this Bank, with a much smaller deposit of bonds than would be required by law in America; and in the case of the cash reserve against notes outstanding, the Bank would be put in a much more favourable position than under Spanish law. The worst that can be said of Mr. Commissioner Ine's letter to the Bank is that its mildness and generally concessive spirit imply some recognition of the naturalness of the Bank's claim to a monopoly of note-issue. To us the suggestions submitted for the Bank's approval appear very reasonable, even assuming there is no doubt as to the Bank's right to such monopoly under its charter extended as far ahead as January 1st, 1928; but being in such a sound legal position, the Bank demanded compensation far beyond what the Commissioner seemed to think necessary. It assessed at six and a quarter millions of dollars the surrender value of its exclusive right under the Spanish charter, and made counter proposals which involved its being put into a favoured position under the new law as compared with all other banks. Here it apparently over-reached itself, for the Commissioner commented on the very great value of the Spanish franchise, and in case such franchise were recognized by the American Government, it would justly have to "submit to a much heavier burden of taxation than any now imposed, and there apparently can be no doubt as to the power of the Government authorities in these islands to tax that franchise upon any basis that shall be deemed just". It would even be competent to impose prohibitive taxation. Evidently the case is one for compromise; if the Bank's rights under its charter and the ratifying Treaty of Paris be strongly established, it must recognise that the position of the insular government is strong too; and not be too stubborn. Its highfalutin references to justice and equity and the Stars and Stripes cannot be cavilled at, but they are not business. With the best of governments, public policy sometimes seems to demand trespass on strict equity, and give and take is needed as between governors and governed. All the legal opinions in the world cannot alter such facts; and it seems to us that the Directors of the Spanish Philippine Bank have committed an error of tactics in thus appealing to the public. However, they seem to have their stockholders behind them.

The people of Fukien have telegraphed direct to H.E. Ting Chan Tok the following message:—To Ting Chan Tok, Ex-Viceroy of Yunnan and Kweichow. We, the people of Fukien and Chekiang, do not want a man of your type to be our Vic-roy.—We think you had better resign the post and let some other better man come to take it.—To which the Viceroy despatched a reply:—I have made up my mind to come to your Province as Vic-roy. Moreover, I do so in obedience to Imperial commands. In the meantime I ask you to remain quiet and endeavour to ascertain what I have achieved during the period of my administration in Yunnan and Kweichow. [Seal of Tung Chan Tok.]



## THE CHINESE IMPERIAL POST.

(Daily Press, 22nd November.)

The detachment of the Imperial Chinese Postal service from the control of the Customs, which we recently surmised would wound Sir ROBERT HART far more than the appointment of the new Commissioners to relieve the Wai-wu-pu of its supervisory duties, appears to have become a real political issue. Prince CHING is credited or blamed as the originator of the scheme, which is obviously partly animated by the modern spirit desirous of eliminating foreign direction from all Chinese public undertakings. The *Peking and Tientsin Times* considers that TONG SHAO-YI is the real author of the proposal, the latter being reported to have said that the organization is now so far advanced as to render further foreign supervision needless. Whoever be responsible for it, such a change cannot be contemplated without great uneasiness, and we say this without regarding for a moment its anti-foreign tendency. The Chinese ambitions to manage their own affairs are sufficiently natural, and their repugnance to foreign assistance of so long standing, that it is not worth while wasting time discussing them. What will be will be; but what should not be, in the light of foreign treaties and Chinese promises, will certainly not be. We still have sufficient confidence in those representing foreign interests, to trust that nothing outrageous will be permitted in our time. The objections to the proposed transfer of the Chinese Postal Service rest on more immediately practical grounds. It is quite true, as TONG SHAO-YI seems to have discovered, that the Chinese Imperial Post has now reached a high state of efficiency. It handles an enormous mass of mail matter for all nations, as well as domestic letters, and the Customs people have themselves with pardonable pride called attention to the satisfaction with which the public has appreciated its work. Nearly three years ago we noted the wonderful development of the service, and have continued year by year to mark it. It has not yet reached such a pitch as to warrant the abolition of the foreign post offices in the Treaty Ports, but at many places, where it has entered into some sort of competition with these, we have noticed that even foreigners have given it the preference under certain conditions. In passing it may be pointed out that the reported remark of TONG SHAO-YI is in itself a fine compliment to the ability of the INSPECTOR-GENERAL and the staff of whom the Chinese are supposed to be anxious to rid themselves. The Chinese Imperial confidence in the foreigners which led to the handing over to the Customs of the entire official and private mails, for nearly two thousand years entrusted to the Courier Post, was admittedly justified. In March 1904 we remarked that if once the European supervision were withdrawn from the Chinese Imperial Maritime Customs Service, there can be no doubt in the minds of those cognisant of Chinese ways and idiosyncrasies, that "there would follow a rapid reversion to the old system of corruption, sloth, and procrastination. Trade would soon suffer, the revenue fall off, and smuggling become rife. The same with the Postal Administration". This, in spite of all the claptrap about China's awakening, and her alleged reforms, is as true to-day as it was then. It is because we are so convinced of that that we do not share the fears of those who believe the Customs in similar danger now. There is a

danger to purely British interests, but the disappearance of foreign control, at the present time, is unthinkable. It seems to us that, with Chinese politics in their present chaotic condition, it must be as unthinkable at Peking as it is in the Treaty Ports or in London, save perhaps in the minds of a few impotent members of the Young China party. The Treaty Powers have left it to Great Britain as the predominant partner, and not even a Radical Government dare neglect its duty, once the Young China party proves that its influence is more than it admittedly is at present. "It is unlikely," we remarked years ago, "that China will pass out of tutelage for many a long year to come. . . . Even the stimulus of Japanese example [less striking then than it has since become] is unlikely to have any appreciable effect on the apathy and corruption which hold the Chinese Government in bondage." In these later days, we see little reason to modify those opinions. We will grant the disappearance of much of the apathy referred to, but the proportion of really dependable officials has not grown any greater. The new system has not yet had time to produce them, and so far its attempts to do so have been half-hearted and misdirected. It seems reasonable enough to us to relieve the Customs of further responsibility for such a large undertaking as the C. I. P. has now grown; but if it has to have the special department it now seems to require, the Chinese will be well-advised to retain a foreign head. Doubtless the foreign representatives, in the interests of maintained efficiency, as important to China as to them, will prevail upon Peking, if they change at all, to proceed on these lines. Let the Chinese authorities appoint native Postal Commissioners if they like (as there are still "expectant" favourites who have to be rewarded) but let there be a foreign Post-Master-General, just as there is still and must be a foreign Inspector-General of Customs, with equal responsibility. Then we shall not see a promising enterprise losing the ground it has notably gained in the last two or three years.

## RUSSO-JAPANESE RELATIONS.

(Daily Press, 23rd November.)

Comparatively small things often show the way political as well as other winds are blowing; and we have an illustration of this which is worthy of notice in the fact of Japan being willing so soon after the conclusion of the recent war, to negotiate with Russia with reference to the establishment of an overland mail service. This of course means that Japan is no disposed to oppose the legitimate development of Russia in Manchuria; and is a very simple and practical way of expressing her views upon this point, of which it may be well for the reactionary party in China to take note. It is a quiet reminder to Russia that she did her best to lose a good friend in the Far East, but that, notwithstanding all that has happened, Japan is willing to co-operate with her, as long as her designs do not threaten Japanese interests or independence. This friendly attitude is not likely to be lost sight of by Russia (especially in her present state) and may be taken as a portent of satisfactory relations being re-established between the two countries, and of their being willing to work together for their common interests in the Far East. In short that they will begin to do now what they ought to have done from the first, had Russia been sufficiently well advised

to perceive in what direction her true policy in the Far East lay. It was long ago predicted by some far seeing that writers one of the results of the Russo-Japanese war would probably be a better understanding between the two countries than had existed before. This idea was based upon general considerations and experience which both lead to the conclusion that where two nations have been long at rivalry, it is often better for them to try each other's strength, by which it is discovered that each is entitled to the respect of the other. After such a trial of strength things become possible which could not be done before, simply because each party is disposed to approach them in a more reasonable spirit. Very many were sceptical as to the possibility of anything like really friendly relations being established between nations who had so long been at rivalry; and the Chinese naturally ranged themselves with those who took this view. China never had any real friendship either for Russia or Japan, but she considered it desirable to keep upon good terms with them both, as either might threaten her integrity at a given moment. Her idea, as set forth in LI HUNG-CHANG's celebrated declaration of policy, was that it was well to keep up an appearance of friendship with Russia; as, if she succeeded, she might the better come to terms with China in matters directly affecting the latter, who would have the satisfaction of seeing her old rival Japan humiliated. If, on the other hand Japan were successful, China would rely upon being able to secure the support of that country and of European nations to prevent Russia pushing her successes so far as to become a menace to herself. The action of China since the conclusion of the war indicates clearly that she is still acting upon the lines of the policy declared by LI HUNG-CHANG. Her overtures to Japan have of late been sufficiently marked. She has sent students to Tokyo. She has called in the aid of Japanese instructors for her troops. She has promised to adopt a constitution on the Japanese Model; and she has generally assumed an attitude indicative of her desire to accept Japanese aid and to fall in with Japanese views. But there is only too good reason to believe that under this appearance of progressiveness lies a hope that she will somehow manage to evade making the changes which she professes to be willing to adopt; and will find the means of keeping up her old system while changing its outward form to please foreign nations. This has been her mode of action so often before that it is hard to feel confidence that she will not attempt it once more. At best her idea may only be to make a change for a time, and revert at the first good opportunity to her antiquated and exclusive system. It remains, however, to be seen whether this mode of action, which has been only too successful with European nations, will be effective when she has to deal also with the Japanese, who are so well acquainted with her ways and traditions that it may require more than Chinese finess to deceive them. Indeed from the utterances that have been made in more than one quarter, there are indications that the Japanese have already begun to see through the insincerity of Chinese assurances; and if they find they are being played with, they will not hesitate to take action accordingly—and are more likely to shape their policy in the direction of a friendly understanding with Russia than of too intimate relations with a country upon whom they find they cannot in any way rely.



## BRITISH CONSULAR SERVICE.

(Daily Press, 24th November.)

The four articles on the British Consular Service, written by Mr. J. H. YOXALL, M.P., the concluding one of which appears in this issue, appear to have focussed expertly a view which has been more or less general for some time. We have referred to the subject before, but it is none-the-less interesting to have the collected opinions of one who has avowedly made a special study of the subject for years, personally collecting evidence at first-hand, and who as a result feels entitled to make the bold assertion that the Consular system as at present managed is to British trade a handicap rather than a help. We are inclined to take the view that Mr. YOXALL cannot have paid such particular attention to the Consular Service in China and the Far East, even while admitting that mercantile grumbles at its expense are by no means unheard of. In view of the interest which most of our Consuls take in trade development out here, as evinced in the numerous able reports that continue to reach our hands, it is less easy to accept, as applying to the Service in China, Mr. YOXALL's remark that too much stress is laid on their diplomatic duties, to the neglect of what should undoubtedly be their commercial functions. There are, of course, many business men who find these reports less practically useful than a newspaper does, and it is quite true that they appear at longer intervals than seems desirable. We can, therefore, without committing ourselves to any special disapproval of the Consular representatives in these parts, endorse his suggestion for a series of approved reports to be issued in a monthly serial publication, say a greatly enlarged Board of Trade Journal, or as Mr. YOXALL prefers, "something like the official Labour Gazette". If any Consuls then grumbled at the extra work entailed, they would themselves be drawing attention to the weak places that this Member of Parliament would reform. The busiest of them can hardly plead that they are overworked. Some of them, also, might be no worse for instruction as to "the kind of reports which are useful and acceptable". As to the service generally, there can be no two opinions that Mr. YOXALL's strictures on the present method of recruiting are justified. Open examinations, permitting men qualified by special business experience and training to enter and the elimination of Party patronage, are reforms that demand immediate consideration. With the utmost respect for the Consuls as a body, we cannot deny that there are individuals occupying positions for which they are no more fitted than were many of the American Consuls under the old system, unfitted, perhaps for a different reason, implying incapacity and disinclination rather than moral obliquity. The appointment of colonials with some local knowledge would also be a sensible plan to follow, as well as "a fine Imperial stroke". We are doubtful of the feasibility of Mr. YOXALL's suggestion that every Consular place of business should include a showroom for sample British wares; there are places where such a room might require the area of an amphitheatre. His argument, however, that Consular officers ought to be regarded, and to regard themselves, as the eyes and ears of British commerce abroad, is quite acceptable, and again emphasises the value of having those eyes and ears specially trained to usefully perform such functions. His comments on the employment of aliens,

also, are not to be lightly dismissed as a bit of insularism; his suggestions of the possibilities are sufficiently disconcerting to strengthen the argument that an all British service is desirable. The British Consul who seems to consider it proper to irritate as many of his nationals as dare to approach his sacrosanct person is by no means a rarity; but that is an evil which unhappily rears its head in nearly every British body of public servants; and constant supervision and sharp discipline are essential under any system. It is to be hoped that Mr. YOXALL's fears as to jealousy between Consuls and Commercial Agents are not wholly warranted, otherwise there is an uncomfortable possibility of things going wrong now in China. So far there does not appear to be any suspicion of it, we are glad to say; and we are reluctant to at once accept Mr. YOXALL's theory that the appointment of the latter, out here at any rate, "is a confession that our Consular system fails in its functions towards our commerce". But at the same time we fear there is the same necessity, not only for abolishing the fee system, but for making Consular advice and assistance to merchants more accessible and dependable than it has been.

## HONGKONG SANITARY BOARD.

A special meeting of the Sanitary Board was held in the Board room on November 22nd. Hon. Dr. J. W. Atkinson (president) presided, and there were also present Hon. Mr. A. W. Brewin, Messrs. A. Shelton Hooper, Fung Wa-chun and J. A. Woodcock (secretary).

## RINDERPEST AT POKFULAM.

THE PRESIDENT The reason why I called you together thus hastily is on account of a report from the Colonial Veterinary Surgeon concerning an outbreak of rinderpest at the French priests' sanatorium at Pokfulam. Mr. Gibson is here if you wish to ask any particulars.

THE SECRETARY then read the Veterinary Surgeon's report in which it was stated that on Saturday, 17th instant, he received a message through the police to the effect that there were sick cattle at the sanatorium of the French priests at Pokfulam. He made a post mortem on one but found no definite reason to conclude that there was any particular disease, and there was nothing to be seen in the blood when examined microscopically. After an examination of the cattle in the same place on the 18th he found two with high temperatures, but having no other appearance of disease. On the 19th their condition was not much changed, but two others were found to have high temperatures. He kept the two sick pairs apart from the others, and from each other, and the cattle in a shed close by were moved to a shed some distance away. On the 20th the same conditions prevailed. Although the temperatures varied from 104.5 to 107, the cattle were still feeding and showing to the casual observer no symptoms of disease. Yesterday afternoon two of the first set apart showed marked symptoms of Haemorrhagic Septicæmia. He had taken all precautions to prevent the disease spreading further. In view of the fact that the whole of the cattle in the Colony were within easy distance he would recommend that the whole of the infected animals be slaughtered under section 54 of Ordinance 1 of 1903.

THE PRESIDENT—I move that the sanatorium of the French Priests at Pokfulam be declared by the Board a place at which an infectious disease exists under byelaw 12, and that necessary steps be taken by the Colonial Veterinary Surgeon to prevent the spread of the disease. I would also recommend under section 54 that the Board recommend the Governor-in-Council to direct that the cattle be slaughtered, and that compensation be given as allowed according to that section.

MR. HOOPER seconded and the motion was agreed to.

The meeting then ended.

## SUPREME COURT.

Monday, November 19th.

## IN CRIMINAL JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

## DISOBEYING A BANISHMENT ORDER.

Keung Wing was indicted on the charge of disobedience of a banishment order.

Mr. H. H. J. Gompertz, Attorney-General, instructed by Mr. G. E. Morrell, of the Crown Solicitor's office, prosecuted, and prisoner, who was undefended, pleaded not guilty.

The following jury was empanelled:—J. H. Underwood (foreman), K. Frend, H. W. B. Kennett, G. F. Malden, A. C. Diercks, E. Howard and F. Heldt.

The Attorney-General, in opening, stated that as the result of a prosecution the prisoner was banished by an order of the Governor-in-Council under the name of Wing Sing on November 12th, 1904. The order was dated November 3rd, and accused left the Colony by the *Tai On* on November 16th, but apparently returned. In the year 1905 he was arrested by the police for having returned from banishment. Records of deportees were always taken by the police, but the defendant's apparently had been mislaid. On that occasion the defendant was let go, but subsequently he was again arrested. His finger prints, however, were not forthcoming, so he was again discharged. Finally, the officer in charge of records succeeded in finding what was alleged to be defendant's record, and accused was arrested on October 23rd. Evidence would be called to show that accused had all the marks recorded under the name of the man banished as Wing Sing. A warder from the jail would give evidence that the defendant was banished as Wing Sing, and although the latter pleaded not guilty he called no witnesses. The only question to be decided, therefore, was one of identity.

After hearing the evidence the jury found the prisoner guilty by a majority of five to two, and his Lordship sentenced him to twelve months' imprisonment with hard labour.

## IN ORIGINAL JURISDICTION.

BEFORE SIR FRANCIS PIGGOTT, (CHIEF JUSTICE).

## ALLEGED TRADEMARK INFRINGEMENT.

This was an *ex parte* motion made by Hon. Mr. H. E. Pollock, K.C., instructed by Mr. C. D. Wilkinson (of Messrs. Wilkinson and Grist) on behalf of the plaintiffs, the North British Rubber Co., Ltd., for an injunction to restrain the defendants, Messrs. Arnold, Karberg and Co., their servants or agents, from selling or exposing for sale or from parting with the possession to any person or persons other than the plaintiffs of India rubber shoes bearing on them the mark of a "Lion Rampant" either in the Colony of Hongkong or at Canton or in any other place where the plaintiffs had acquired a reputation for their registered trademark of a "Lion Rampant."

In the statement of claim it was set out that the plaintiffs desired an injunction to restrain the defendants from infringing their trademarks, one consisting of a "Lion Rampant" and the other of a pair of scales suspended from the point of a sword, and to restrain the defendants from selling or disposing of any rubber boots or shoes not of plaintiffs' manufacture bearing a colourable imitation of plaintiffs' said trademarks, and also from passing off any goods not of plaintiffs' manufacture as and for the goods of the plaintiffs. Delivery up of the marked goods. Damages for breach of defendants' undertaking given on March 29th, 1906, whereby the defendants undertook that they would not in future by themselves or by their servants or agents sell or expose for sale nor import into the Colony any rubber boots or shoes bearing on them any mark so resembling the plaintiffs' trademark of a "Lion Rampant" as to be calculated to deceive. Further or other relief.

Mr. Pollock stated that his application was supported by two affidavits, one made by Mr. Cecil Humphreys of the firm of Messrs. W. G. Humphreys and Co., plaintiffs'



agents in this Colony, and the other by Mr. C. D. Wilkinson, of Messrs. Wilkinson and Grist, the solicitors for the plaintiffs. Mr. Humphreys in his affidavit stated that his firm had for many years been the sole agents for the plaintiffs in the Colony, and had imported and sold large quantities of boots and shoes bearing upon them plaintiffs' trademarks, both of which were registered in Hongkong. The said trademarks had acquired a good reputation among the Chinese of Hongkong and South China. On November 1st he discovered at several Chinese shops in Canton rubber shoes exposed for sale having stamped upon them imitations of plaintiffs' trademarks. Mr. Wilkinson's affidavit showed that earlier proceedings had been taken in respect of the same lion rampant mark, when an undertaking was given. *Inter alia* counsel suggested that his Lordship would see there had been a breach of that undertaking.

His Lordship—Do you apply for an interim injunction?

Mr. Pollock—Yes.

His Lordship—Some *prima facie* breach of the undertaking must be shown.

Mr. Pollock—Defendants' solicitors have stated in their correspondence—and it is difficult for us to disprove that statement—that the internal mark on the shoes has been put on by Chinese after the goods had left defendants' possession. Therefore it is presumable that Chinese have affixed that mark on the exhibits before the Court.

His Lordship—On the face of it, it looks as if copied by a Chinaman. There is no sense in it and the letters are put in in any way. I also observe that the lions are used in a different way.

Mr. Pollock—That is just where the imitation comes in. In cases of condensed milk you very seldom see an exact design. Some extra figure is put in to imitate a certain brand.

His Lordship—Defendants' undertaking would not prevent the sale in Canton of shoes already sold by the defendants.

Mr. Pollock remarked that it would prevent the sale of shoes sold, but not delivered.

His Lordship—Prior to this undertaking 63 cases of shoes were shipped to Canton.

Mr. Pollock—Shipped to Canton, but it does not say they have been sold. We want specially, for the plaintiffs' protection, delivery of those cases which have not yet been delivered.

His Lordship—It seems to me that on this application I might say you cannot have an interim injunction unless you can show a breach of the undertaking.

Mr. Pollock—I submit the undertaking is not intended to cover merely Hongkong, but other ports.

His Lordship—An interim judgment would only apply to the sale of goods not delivered. I don't see how you can get an injunction with regard to things partly delivered. That is damages.

Mr. Pollock—It could only refer to what they have got in their possession.

His Lordship—Let us look at it from this point of view. Supposing the action was merely for damages for breach of undertaking, could you then get an injunction to prevent delivery of these cases?

Mr. Pollock—We would submit so. That undertaking ought to cover any transaction not yet completed.

His Lordship—I think, in view of future cases, it ought to be made clear what an injunction is given in respect of. With regard to the undertaking being put on one side; then I have to consider whether anything is likely to be done in Hongkong as a distributing centre. I think I see my way to give you an injunction to prevent further breach of the undertaking, but that opens up the question whether the sale in Canton is a breach of the Hongkong trademark.

Mr. Pollock—Messrs. Arnhold, Karberg and Co. have a branch of their firm in Canton. If we cannot proceed against them there it would amount to this: that no protection would be granted to any trademark in this Colony. All parties would have to do would be to open a branch in Canton.

His Lordship—I want to see whether it is essential to connect this undertaking with the trademark or not. You cannot get an injunc-

tion to restrain the breach of any contract in the abstract.

Mr. Pollock—Your Lordship will probably remember the celebrated singing case. The singer was under contract to sing at theatre A and threatened to sing at theatre B. The Court held that they could not make her sing at theatre A, but enjoined her from singing at theatre B in the hope that it would induce her to carry on her contract.

His Lordship granted an interim injunction to restrain the defendants from breach of their undertaking not to infringe the plaintiffs' rights by selling goods in Canton, and granted leave for the other side to be served with a notice of motion, the hearing of which was fixed for December 10th.

#### COURT PROTECTION FOR SOLICITORS.

In the matter of the Legal Practitioners Ordinance 1871, and in the matter of Original Jurisdiction Actions 197 of 1902, 20 of 1903 and 28 of 1903.

Hon. Mr. H. E. Pollock, K.C., instructed by Mr. C. D. Wilkinson (of Messrs. Wilkinson and Grist), moved for a declaration that in the conduct of several actions, being actions 197 of 1902, 20 of 1903 and 28 of 1903 in original jurisdiction, brought on behalf of John Clifford Wilkinson by the firm of Wilkinson and Grist in this Colony, that the said firm acted throughout in a strict and proper professional manner, and that they were duly authorised by the said John Clifford Wilkinson to commence and proceed with the said actions.

Counsel explained that the reason for this motion being made before his Lordship was that Messrs. Wilkinson and Grist, who commenced an action and obtained judgment in this Court for their costs incurred in the three actions mentioned in the notice of motion, had since sought to enforce that judgment in the Courts of Japan, and John Clifford Wilkinson, the defendant in that action (the plaintiffs being Messrs. Wilkinson and Grist) stated that he had not given instructions to Messrs. Wilkinson and Grist in two out of those three actions. Those proceedings had been reported in the *Japan Chronicle* at Kobe and had also been repeated to a certain extent in the local Press here. Therefore this was a matter which it was imperative for Messrs. Wilkinson and Grist to bring up before his Lordship for the purpose of laying before the Court the real facts of the case. The application was supported by two affidavits—one by Mr. Wilkinson and the other by Mr. Beavis. Mr. Wilkinson's affidavit stated that in the month of November 1902 he was instructed by Mr. Mitchell, then agent in Hongkong for John Clifford Wilkinson, to commence an action against Ea Shu and Co. to restrain that firm from infringing a registered trademark. Regarding that part John Clifford Wilkinson did not dispute that he instructed them in that action. Mr. Wilkinson's affidavit went on to state that subsequently to bringing the said action he was informed by the agent that the Nippon Yusen Kaisha, Ritchie and Co. and others in Hongkong were selling goods bearing on them an imitation of the said trademark, whereupon he wrote to John Clifford Wilkinson asking for instructions in the matter. Not having received instructions he wrote certain letters in reply to which on January 21st, 1903, he received a telegram which was annexed to the affidavit, and in pursuance of instructions contained thereon he brought actions against the Nippon Yusen Kaisha and Ritchie and Co. Mr. Pollock stated that if his Lordship would refer to extracts from newspapers before the Court he would find that John Clifford Wilkinson gave certain evidence before the Courts in Japan as a witness in his own behalf, which certainly seemed to convey clearly the meaning—apart from the action against Ea Shu and Co.—that Messrs. Wilkinson and Grist in taking proceedings against the other parties were acting without his instructions.

His Lordship read the cuttings referred to, after which

Mr. Pollock said his Lordship would see from the letters annexed to Mr. Wilkinson's affidavit, and the telegram wired back containing the word "proceed", that Messrs. Wilkinson and Grist were to proceed, not merely against Ea Shu and Co., but against the others. In

July they received a cablegram containing the word "stop."

His Lordship—Has that anything to do with the other two actions?

Mr. Pollock—Materially in this respect: there can be no doubt about it that John Clifford Wilkinson must have known the actions against the Nippon Yusen Kaisha and Ritchie and Co. were going on. It was a monstrous thing for the defendant to say he did not know about it when he asked them to withdraw. Messrs. Wilkinson and Grist's costs formed the subject matter of an action brought in this Colony, and they obtained judgment for those costs. They had therefore a foreign judgment in their favour which was being sued upon in the Courts of Japan. His Lordship knew the ordinary rule followed in our Court was to accept judgments of foreign Courts upon their merits. In this case Messrs. Wilkinson and Grist had obtained judgment for costs after due notice to John Clifford Wilkinson, and it did seem a somewhat serious matter if the judgment of this Court was to be set aside and not received on its merits.

His Lordship said—This motion is one of a most unusual kind, and I doubt if such an application has ever been made before. But the circumstances are unusual and I doubt if they ever occurred before, though the ingenuity of judgment debtors in inventing devices for evading payment of their just debts in general is known to be very fertile. In particular, this ingenuity displays itself in devising defences to an action on a judgment given, against them in a foreign court. But, though I have had some experience in the matter, and though the defence of fraud is occasionally raised, I doubt if it has ever been raised in such a bare-faced manner before, and in a manner which must of itself react when the true facts are known against the judgment debtor himself. The motion as I said, being of a very unusual kind, I must first consider whether I have any jurisdiction to entertain it, quite apart from any jurisdiction under the Ordinance. What is it? It is not a motion which calls on this Court to express any opinion on the judgment of the Japanese Court. That, of course, I could not entertain however much I might regret the result which has been brought about by the conduct of the judgment debtor himself a British subject, that result being a refusal to enforce a judgment of this Court. The Courts of our Ally are entitled to receive, and will always receive, the same respect which is paid to the Courts of all nations within the comity, even though they may have misinterpreted or been misinformed as to the law of this Colony on which the judgment has proceeded. But the motion is quite of a different nature. It is made on behalf of a solicitor practicing in this Court, for a declaration that certain statements made by the defendant in the Japanese Court in an action on the judgment of this Court for his costs, which reflect on his professional conduct, in proceedings before this Court in respect of which the Costs were incurred, and which are calculated to injure him among his clients whether in this Colony or in Japan, are untrue. That I have jurisdiction to entertain such a motion I have not the smallest shadow of a doubt. Solicitors are officers of the Court. There is a jurisdiction in the Court quite apart from the Ordinance to investigate their conduct when it is brought before it, an investigation which is not entirely limited to breaches of professional good behaviour, and in conducting it the Court is bound to inquire narrowly into the circumstances. This jurisdiction cannot be one-sided. It cannot exist merely for the purpose of enforcing the duties of solicitors against them and punishing breaches: it must also extend to the co-relative of protecting their rights should they be infringed in a way which cannot be redressed by the usual processes of law. What is the case here? Charges have been made against a firm of solicitors in this Colony for conducting proceedings entirely without instructions and on their own initiative. That is conduct which, if it were true, is in the highest degree unprofessional—the penalty, removal or suspension from the rolls. It is conduct which it would be the duty of the Law Society had it received the status which I hope it will soon receive, to have brought to the notice of the Court. I am sure that when in due course the report had



taken more consistency than paragraphs in the newspapers could give it, it would have been the duty of the Attorney-General to have brought it before the Court. But, wisely, the solicitors whose conduct has been impugned have themselves brought the matter before me and asked for protection, and I am certain that if it is a proper case the Court is bound to afford them that protection, and will do so in the most ample and effective way it can. The facts are as brief as they can be: certain instructions were in fact given to Messrs. Wilkinson and Grist by John Clifford Wilkinson of Kobe to commence an action against a Shu for infringement of their trademark in tansan mineral waters. Correspondence followed with regard to cases against other alleged infringers of the trademark. Mr. Wilkinson, the judgment debtor, was invited to telegraph the word "proceed" if he wished the actions proceeded with, leaving their conduct in the hands of the solicitors and counsel. Later, when a compromise seemed to be in process of being effected he was invited to telegraph the word "withdraw" if he decided to withdraw. That is to say, to withdraw from actions which he knew were already begun in accordance with his previous instructions. These are the statements as reported in the *Kobe Chronicle*. The statements as reported are as follows:—J. C. Wilkinson, defendant, who appeared to defend the case in person, stated through his interpreter, Mr. Kuroyagi, that he refused the claim. He proceeded to depose that he had instructed the plaintiffs to take steps against Ea Shu and Co. He denied having asked them to proceed against Ritchie and Co., the Nippon Yusen Kaisha and Iram Hing Long as alleged by plaintiffs. They took steps against these three firms entirely on their own responsibility, without being asked, and for these latter actions the costs of the Court and remuneration totalled a very high figure. Plaintiffs had no legal grounds whatever for demanding remuneration of services which were unasked for. Defendant added that he had paid 1,000 yen in April 1903 for services rendered on instructions, and that was quite enough. In answer to the Court, defendant stated he had paid 1,000 yen for the services of plaintiffs in conducting the action against Ea Shu and Co. Defendant denied having applied to plaintiffs to take action against the Nippon Yusen Kaisha and two other firms. Knowing that plaintiffs were making preparations to bring action against the three firms, he wrote and instructed them to refrain from taking such action. The facts are sufficiently before the public to justify notice being taken of them at once; and further, it is clear on these facts that I have sufficient information before me to express an opinion in the absence of the judgment debtor, and his absence ought not to preclude me from doing so, and so affording the solicitors the protection they ask for. On these facts there is not the shadow of a doubt that Messrs. Wilkinson and Grist acted in every step within the scope of their instructions, and to bring the matter into narrower compass within the express words of their instruction, and that if they had not acted as they did they would have rendered themselves liable to an action for breach of instructions. These things being stated, and the jurisdiction of the Court being clear: this Court on this motion declares that having regard to the written documents, Messrs. Wilkinson and Grist had express authority from the judgment debtor to take each and every step on his behalf; that the statements made, in this respect by the judgment debtor to the Japanese Court are statements calculated to prejudice them in their professional capacity and also calculated to deceive the Japanese Court, and that those statements as they appear in the reports laid before this Court are without any foundation. I can only regret that this Court has not the means at its command for bringing this declaration to the notice of the Japanese Court.

On Nov. 22nd Mr. G. P. Lammert, auctioneer, offered for sale the wreck of the hulk *Stanfield* as she lies at Yaumati with all anchors, chains and appurtenances. The purchaser was a Yaumati shipbuilder, Mr. Wing Cheung, who bought the wreck for \$725.

Tuesday, November 20th.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

PROMISSORY NOTE DISPUTE.

Mrs. P. Watling sued Mrs. R. White to recover \$424, balance due on a promissory note dated July 7th.

Mr. E. J. Grist (of Messrs. Wilkinson and Grist) appeared for plaintiff and Mr. P. W. Goldring (of Messrs. Goldring and Barlow) for defendant.

Mr. Grist: I understand, my Lord, that the defendant admits the making of the note, but that she proposes to set up a defence of fraud and misrepresentation.

His Lordship (to Mr. Goldring): Do you admit the note?

Mr. Goldring: We admit the making of the note. It appears, my Lord, that the plaintiff, Mrs. Watling, was until July this year the tenant of the second floor of 19 Queen's Road Central, known as Zetland House. About that time an execution was put in against her, the majority of her furniture was put into an auction room and she left the premises. The defendant then made arrangements with the landlord for a fresh lease, and being in need of some more furniture made arrangements with the plaintiff to take over certain articles. She was informed by the plaintiff that the electric light fittings on the premises belonged to her, and was told that the plaintiff had paid a sum of \$300 for such fittings. The plaintiff made out a bill, including the fittings, which amounted in all to \$535, and on the faith of this bill the defendant signed a promissory note. It now transpired that the plaintiff never purchased the fittings at all, that they belonged to the Electric Light Co., and in point of fact the plaintiff was very much in arrears, even in payment of rent for the fittings. His client admitted liability for the beds and other articles of furniture taken over, and having already made one payment on account had paid the balance she admitted due, \$124, into Court. Mr. Goldring called

W. H. Wickham, manager of the Hongkong Electric Co., who said the electric light was put into Zetland House about May, 1902. Plaintiff paid over \$30 for the hire of workmen and the fittings. Mrs. Watling owed the Company \$120 in respect of hire of fittings and rent of current. Her statement that she paid \$30 for fittings was quite incorrect.

Cross-examined—On February 26th, 1903, the Company offered to sell the fittings to Mrs. Watling for \$188. The fittings which could be taken away now would be worth \$40 or \$50. The others the Company could not take away. They put the fittings in cheaply for plaintiff. The total cost of the whole installation put in would be about \$230. Immediately after it had been put in they could have got back about half that amount.

Mrs. White said she had been proprietress of Zetland House three and a half months. When she took possession witness agreed to purchase the furniture and fittings from Mrs. Watling for \$300, and to pay this amount by monthly instalments. She did not read the promissory note before signing it, but plaintiff said the fittings belonged to her. She said she paid \$600 and would only charge witness half. Defendant found out they were not plaintiff's after entering the premises, when she went to see the manager of the Electric Company. When Mrs. Watling heard witness wanted the house she called on her and asked her to buy some of the furniture.

Cross-examined—Witness made no arrangements to pay for the goodwill of the house, as it had a very bad name.

Mr. Grist called

Mrs. Watling, who said the defendant first offered to buy house and all for \$4,000. Then she found she could not arrange to pay the amount, and it was agreed that she should take over house, goodwill and fittings for \$400. In addition to this amount she bought furniture to the extent of \$35, and the promissory note was signed for \$535. Plaintiff knew nothing about the bill produced for \$300 for electric light fittings. It might have been written by some of the boys in the house, but she did not authorise them.

Cross-examined—There was not a distraint for rent, or an execution issued. She did not owe any rent and left the house because she was ill. Plaintiff was offered \$500 for the goodwill of Zetland House by a Mrs. Cook, and would give Mrs. White that price for it now. Plaintiff's daughter wrote the promissory note.

Mr. Goldring submitted it was perfectly clear the plaintiff represented to defendant that the fittings belonged to her, and that she was selling them. It was quite impossible that the promissory note did not contain some allusion to them, but neither of the bills produced said a word about goodwill. This was a case in which defendant had been, by fraudulent misrepresentation, induced to sign a promissory note.

Mr. Grist contended that the onus was on defendant to prove that the bill was drawn up for the purpose of deceiving, and that plaintiff knew it was wrong. The worst finding his Lordship could come to against plaintiff would be that she had made a mistake. On the evidence he could not take the view of fraud. Regarding the mistake it would be purely as to amount. Part of the amount claimed must have been for the goodwill of the house, as his Lordship knew there was always a certain amount paid for this.

His Lordship considered the allegations of fraud and misrepresentation must fall. With reference to the two bills it looked rather odd, but this was not a case of a poor widow being cajoled by some business man into signing a promissory note. The matter was between two women in the same class of business, and there was no excuse for defendant not having read the note before signing it. At first blush of the thing he felt inclined to give judgment for the whole amount, but since Mr. Grist had given him a loophole through which to escape, he would give judgment for the amount in Court plus \$150, and make an order for payment out.

Wednesday, November 21st.

IN SUMMARY JURISDICTION.

BEFORE MR. A. G. WISE (PUISNE JUDGE).

ALLEGED FALSE IMPRISONMENT.

Cheang Lai sued Cheang Tsui to recover the sum of \$1,000, being damages for false imprisonment.

Mr. A. Lang (of Messrs. Deacon, Looker and Deacon) appeared for plaintiff, and Mr. C. F. Dixon (of Mr. John Hastings' office) for defendant.

His Lordship: In reference to this particular instance I ordered pleadings. It is an action for false imprisonment. The statement of claim states that the plaintiff was arrested by the defendant, and that he acted in the capacity of clerk and accountant to the defendant in Hongkong. The statement of defence admits the first five paragraphs including that about a fortnight ago four actions were brought against these two men, the plaintiff and defendant. In one action no solicitor appeared and judgment was given against them as partners. In the other actions they were represented, and the second defendant now says he was clerk and accountant to the first. It seems to me you had better amend or you'll both be getting into trouble.

Mr. Dixon: I was going to submit that this action has been misconceived. It is not an action for false imprisonment.

His Lordship: It has been admitted that plaintiff and defendant were partners in three previous actions. Now they say one is clerk and accountant. They cannot be both.

Mr. Lang: That makes no difference to the claim, my Lord.

His Lordship: Except that I won't take the pleadings when they furnish false particulars. The parties are liable to go to jail. What are you, plaintiff or defendant?

Mr. Lang: Plaintiff.

His Lordship: Read your pleadings.

Mr. Lang (after reading): That is simply reciting the charge that is brought against him.

His Lordship: If you are going to go on with the case you must both amend. I am not prepared to take the pleadings as they stand.

Mr. Dixon: I am prepared to consent to an amendment of the pleadings at once.

His Lordship would not allow this.



Mr. Lang—Is your Lordship of opinion that clause 3 states my client is a partner?

His Lordship—I am of opinion that both of you stated you were partners, and now deny it.

Mr. Dixon—I think there are two or three branches in this business. In some branches they are, and in some they are not partners.

His Lordship said he could not take the pleadings in their present ambiguous form and adjourned the case till Wednesday.

#### A DEAL IN KEROSENE.

Ip Chan-kee sued the Fat-Hing firm to recover \$44.20, being money paid to the defendant firm on September 16th for 20 cases of kerosene oil to be supplied and placed on board the s.s. *Borneo*, then in port.

Mr. H. K. Holmes appeared for plaintiff, and Mr. C. F. Dixon (of Mr. John Hastings' office) for defendant.

Mr. Holmes stated that defendant received payment of the amount claimed for 20 cases of kerosene oil which were to be placed aboard the *Borneo*. The oil was not placed on board and plaintiff was suing for the recovery of the amount paid.

His Lordship—When was the oil to be placed on board?

Mr. Holmes—On the 16th.

His Lordship—I think I see what is coming. The typhoon was on the 18th.

Ip Chan-kee said he bought 20 cases of kerosene oil from defendant on the 15th. It was to be placed aboard the *Borneo*, then lying at Sawan, on the 17th.

In reply to his Lordship, Mr. Dixon said the amount, \$44.20, was admitted.

His Lordship—Is it an act of God you are going on?

Mr. Dixon—I don't know yet.

Witness, in cross-examination, stated that when defendant quoted an amount he paid cash. That was on the 15th. After payment had been made plaintiff told defendant that he wanted the oil put on board. Defendant promised to do this without extra payment. He did not describe the oil in an insurance proposal as miscellaneous goods.

Mr. Dixon said his defence was that the goods had been passed to the plaintiff, therefore, with the passing of the goods the risk also passed to him.

His Lordship—What risk?

Mr. Dixon—The risk incurred during the time of the contract being completed and the goods being delivered on board. The defendant volunteered to have the goods put on board for the plaintiff, therefore he was in the position of a voluntary bailee and only liable for gross negligence.

His Lordship—That is the point I have been trying to drive at all the time. Are you entitled to keep all your money?

Mr. Dixon—Yes; all we undertook to do was to deliver those goods on board, and as voluntary bailees are only liable for gross negligence.

His Lordship—Did you put them on board?

Mr. Dixon—No.

His Lordship—All right. Then you must pay up.

Mr. Dixon—That was not part of the contract.

His Lordship—But you agreed to do it.

Choi Leung-san was then called and said he agreed to send the goods on board. The promise was made after defendant had bought the goods and got a receipt.

His Lordship—Why didn't you send them aboard?—I told my foki to engage a boat and send them.

And he didn't do so?—I don't know what he did; I was away at Aberdeen.

The foki stated that he put the goods on board a sampan and sent them off to the *Borneo*, but the ship refused to take them. This was on the 17th September.

His Lordship (to Mr. Dixon)—Both parties are innocent: who has got to suffer? By your negligence, in my opinion, you did not carry out your contract.

Mr. Dixon—What did the negligence consist of?

His Lordship—Not putting the goods on board.

Dr. Dixon—But the steamer wouldn't take them. Dangerous cargo like kerosene can only be put on board a few hours before a steamer sails. I submit there is no negligence at all.

His Lordship—Do you try to make me believe that this man, outside his contract to sell 20 cases, said—"I will put them on board?"

Mr. Dixon—Yes.

His Lordship—Well, I don't. There are no gratuitous bailees in China. I have never heard of one unless sometimes it is the poor official assignee. There will be judgment for plaintiff for the amount claimed and costs.

Thursday, November 22nd.

#### IN BANKRUPTCY.

BEFORE SIR FRANCIS PIGGOTT (CHIEF JUSTICE).

#### BANKRUPTCY PETITIONS.

*Re the Kwong Cheung firm ex parte the Tung Hang Yu firm.*

Mr. Daniels (of Messrs. Johnson, Stokes and Master) applied on behalf of the petitioning creditor for a receiving order.

His Lordship—What is the act of bankruptcy?

Mr. Daniels—That the debtor intended to suspend payment. The notice was a verbal one.

His Lordship—I am not quite sure the intention is sufficient.

Mr. Daniels—If he cannot pay and intends to suspend, it is an act of bankruptcy.

His Lordship—The words of the section say "if he gives notice that he is about to suspend." If he intends to suspend he may do so six months hence. That wouldn't be an act of bankruptcy.

Mr. Daniels—If a demand is made and a debtor says he cannot pay, that is sufficient.

His Lordship—That is not an act of bankruptcy. He merely states he cannot pay.

Chan Kam-ming, manager of the petitioning firm, was then called and stated that the debtors owed his firm \$2,000.

His Lordship—Is he a partner?

Witness said he was not.

Mr. Daniels—He can prove the debt.

His Lordship—He cannot sign a petition. I held that a long time ago. It must be partner. The case was adjourned.

#### RECEIVING ORDER MADE.

*Re the Kwong Cheung firm ex parte Lo Luk.*

Mr. F. P. Hett (of Messrs. Brutton and Hett) who appeared for the creditor applied for a receiving order. Lo Luk said the debtor owed her \$3,000.

An order was made, and the Official Receiver appointed trustee.

#### A DEBTOR SUSPENDED.

*Li Dart-ng ex parte the debtor.*

Mr. E. J. Grist (of Messrs. Wilkinson and Grist) applied under section 27 of the Bankruptcy Ordinance for debtor's discharge. In view of the report of the Official Receiver, and the disaster in San Francisco which really led to the man's financial difficulties, Mr. Grist asked his Lordship to suspend the discharge for a very short time.

His Lordship—Are the debts due for the goods he exported?

Mr. Grist—Yes, my Lord.

His Lordship suspended the debtor for six months.

#### CHUNG SHUN-KOO'S AFFAIRS.

*Re Chung-shun-koo ex parte Sam Che-chuen.*

In a first notice of motion to disclaim, Sir Henry Berkeley, K.C., was instructed by Mr. D. V. Stevenson (of Messrs. Deacon, Looker and Deacon).

Sir Henry—Your Lordship will remember you directed us to give notice of motion to Ho Tung. That has been done and your Lordship will find on the file the consent in writing of Ho Tung. He had a judgment given in his favour calling upon the debtor to specifically perform an agreement, but he now consents to its being disclaimed by the trustee.

There was another application for leave to disclaim by Mr. A. R. L. we, the trustee appointed by the Court in respect of the estate of the debtor. The application was made in respect of a lease dated June 17th, 1905, whereby section B of Marine Lot No. 7, together with all messuages, erections and buildings thereon, was demised by the Hongkong Land Investment Agency Co., Ltd., to the debtor for the term of ten years.

Mr. J. S. Harston (of Messrs. Ewens, Harston and Harding) appeared for the trustee, and Mr. H. E. Pollock, K.C., for the lessor.

Mr. Harston stated that notice had been served on the lessor, but he wished to confer with the trustee and obtain his Lordship's directions as to whether counsel should be employed, as a sum of \$7,500 was involved.

Mr. Pollock—Do I understand my friend's application is that we should hand over the \$7,500 as security?

Mr. Harston—Yes.

The case was adjourned for a week.

#### AN EX PARTE ORDER.

His Lordship delivered his decision in connection with an order made allowing a creditor in Chung Shun-koo's bankruptcy to amend his proof.

Sir H. S. Berkeley, K.C., instructed by Mr. Stevenson (of Messrs. Deacon, Looker and Deacon) appeared for the trustee, Mr. A. R. Lowe, and Mr. M. W. Slade, instructed by Mr. R. F. C. Master (of Messrs. Johnson, Stokes and Master) and Mr. F. X. d'Almada e Castro represented a number of creditors.

His Lordship said—This debtor applied for the discharge of an order which I made allowing one of the creditors to reduce the amount of his proof. He asks me before going into the merits to quash the order on the ground that the application for the order was made *ex parte*, and a material fact having been omitted the case fails within the principle which requires a *uberrima fides* to be shown on the *ex parte* application. After giving the matter my best attention I have come to the conclusion that this point can only be raised by the person directly affected by the result of the *ex parte* application, and as the debtor is represented by his trustee he is not such a person. He has the right to attack the order in any other way he pleases, but not to upset it in this way. The question has been discussed in several cases but it is material to note there are two different categories of cases, and the question which the motion raises is not given the same in both. In one category the question is—If the omitted fact had been stated would the Court have made the order *ex parte*? In the second it is—If the omitted fact had been stated, would the court have made the order at all? Hilton v. Lord Granville seems to have been a case in the first category. The opinion on this motion is that if I had known the facts now brought forward for the first time I should not have granted an injunction *ex parte*. I draw attention to this distinction between the two classes of cases, because it may be that the same principle does not apply to the second class although I am under the impression it does. If I had known the omitted fact should I have granted the order *ex parte*? With such a question, a person who would not have to be served with notice if this *ex parte* application had been refused, could have nothing to do, and that this is the case here is clear from the fact that the trustee intimated that he consented to the order being made and still acquiesced in it. To put the question the other way round—Supposing I quashed the order on this ground and required it to be made with notice, the notice would be given, the omitted fact would be stated, the trustee would still consent, it would be argued in Court and unless the Court saw some reason against it the same order would be made, but the debtor would have no voice in the matter however much he might think himself aggrieved by the order, and if he would have no *locus standi* on the motion if made without notice, how can he rely on the dictum of *uberrima fides* and object to its having been made *ex parte*. Stress was laid on the fact that the trustee and the creditor are represented by the same solicitor. This ground of attack really amounts to a suggestion that the solicitor was deceiving the trustee as he was not acting in good faith. I see no evidence of this and I cannot conceive it from the fact that the solicitor does represent both the creditor, and trustee. He may not have given him sound advice, but that can be dealt with on the debtor's motion to supersede the order. The real stress of the debtor's attack lies in the merits. With regard to the merits, I heard enough to call upon Ho Tung's counsel to deal with them, because I am strongly of opinion that Ho Tung cannot eat his cake and have it. He has done the damage as an unsecured



creditor now he wants to put in as a secured creditor, therefore, I think I shall not call on Mr. Slade to argue that point. I shall call on you (Sir Henry Berkeley) if you have any strong cases to argue on.

Sir Henry said he was prepared to deal with that. At the outset his Lordship would find that the proposition from which the conclusion had been drawn was false. It was not because Ho Tung voted against the proposition proposed by the debtor that therefore that proposition could not be passed at the meeting of August 3rd. According to the Bankruptcy law a debtor who submitted a scheme of composition to creditors must have that scheme supported by a majority in number of the creditors who had proved and were entitled to vote, and by a majority in number and in value of the debts proved. Even if the whole body of creditors, or a majority, voted for a scheme, the Court need not necessarily approve it. The total debts approved in round numbers amounted to \$139,000, while the total amount represented by creditors present who had proved they were entitled to vote was only \$75,000, which was not three-fourths of the value as required by section 18 (2) of Ordinance No. 7 of 1891. The trustee had refused to call a meeting to put the matter again before the creditors unless and until the creditors satisfied him they were bona fide creditors. Mr. Ho Tung's action in this matter as an unsecured creditor was wholly immaterial to the question whether he should be allowed to amend. The composition against which he voted was not made and supported in good faith, and the scheme could not have been approved by his Lordship even if it was passed by the creditors, because it was not bona fide; it was not likely to be carried out because there was no guarantee; and the proved debts of the creditors supporting the composition had not been investigated by the trustee.

Mr. Slade—My friend is referring to an affidavit in which Mr. Lowe makes comments on a subsequent scheme put forward after the man was made bankrupt. He is not referring to the scheme put forward by the Official Receiver.

Sir Henry—It is the same scheme only amplified. Counsel then proceeded to give a digest of Mr. Wakeman's affidavit.

Mr. Slade—I am sorry to interrupt, but my friend is making a misstatement of fact.

Sir Henry—Interruptions never affect me in the slightest. They delay the Court, but they don't put me out. Proceeding, he submitted on general principle that clause 9 so far as it related to the time within which the trustee had to call upon creditors for evidence to support the claim put in was merely directory, not imperative. The Court was not compelled to accede to the wishes of creditors. It sat to protect the commercial morality of the country and in the general interests of the public, and it was not to the general interests of the public that the debtor should have a composition approved which was not a good and honest one. These proceedings should be stopped at once, and the other side should give the particulars asked for. The debtor had wilfully refused to disclose his property in the statement of affairs. His Lordship ordered him to file a proper statement on August 16th, but he had not done so. That amounted to contempt.

His Lordship—I did not make such a stringent order as that, because the man was not capable of doing it, and he has no books or papers.

Sir Henry—Being without papers is a very grave matter.

His Lordship—Of course he is not *mens res*.

Sir Henry—Then he shouldn't be a trader.

Mr. Slade—He's not a trader.

His Lordship—I don't think he's got the *mens res* to commit any offence, even under the Bankruptcy Act.

Sir Henry—Then he has not the *mens res* to draw up a composition.

His Lordship—I don't think he has.

Sir Henry—According to the Bankruptcy Law the debtor is under every obligation to afford every facility to the trustee in connection with his affairs. There is an affidavit by Mr. Lowe stating that he had the greatest difficulty in getting information.

His Lordship—I am sure he did.

Sir Henry—I don't know whether this lack of *mens res* is not assumed. The debtor had the mental capacity to attempt to bribe Mr. Lowe. I think the man's as much rogue as fool. In a paragraph in Mr. Lowe's affidavit he stated that the debtor had been tempting him to agree to the scheme by pointing out that it would be to his interest, as if it were carried through he should get increased remuneration. The general effect of this is to show that the conduct of the debtor is not such as to be approved by the Court. With respect to the leave which your Lordship gave to Ho Tung. I understood my friend to submit last time before you that your power to give leave to amend was derived from rule 10 of the first schedule to the Bankruptcy Act, 1883. I submit you are not bound by rule 10 or any rule whatsoever. You have the right to relieve a creditor who has made a mistake in the filing of his proof, and the power to give him that relief is not conferred upon the Court by any power made by act of parliament.

Mr. Slade argued that lodging the proof did not constitute proof of debt.

Mr. Wakeman, Official Receiver, questioned by Mr. Slade, said he admitted the proofs of debt presented by Mr. Slade's clients but did not admit them to vote at the creditors' meeting.

The Court was adjourned till to-day when the motions will be proceeded with.

Friday, November 23rd.

IN BANKRUPTCY.

BEFORE SIR FRANCIS PIGGOTT  
(CHIEF JUSTICE).

CHUNG SHUN-KOO'S AFFAIRS.

The hearing of Mr. Slade's motion asking his Lordship to discharge an order allowing Mr. Ho Tung to amend his proof was continued.

Sir H. S. Berkeley, K.C., instructed by Mr. D. V. Stevenson (of Messrs. Deacon, Looker and Deacon) appeared for the Trustee, Mr. A. R. Lowe, on behalf of whom Mr. J. S. Harston (of Messrs. Ewens, Harston and Harding) also watched proceedings, while Mr. M. W. Slade, instructed by Mr. Jackson (of Messrs. Johnson, Stokes and Master) and Mr. F. X. d'Almada e Castro, represented a number of creditors.

His Lordship—Without giving a formal judgment on the figures Mr. Slade mentioned last night, unless you (Sir Henry Berkeley) can upset them I think the harm has been done, and that I cannot allow Mr. Ho Tung to amend his proof. When you argued on the figures we overlooked the meaning of the words "special resolution." Under subsection 2 of section 18 a resolution was to be passed by a majority in number and three-fourths of value of all the creditors who have proved. We had not got to that meeting by which the special resolution was to be confirmed. We were only at the first meeting, and under the first subsection creditors may resolve to entertain a proposition by special resolution. In the report made by the Official Receiver we find that there were alleged to be present a number of creditors whose claims amounted to \$140,000, in that included Ho Lok-kam who represented three people whose claims amounted to \$37,500. As no proxies were produced they were not present, and the amount represented at that meeting was \$106,380 including Ho Tung's \$19,500 (secured). Therefore the net value would have been \$86,800 and three-fourths of that is \$65,100. Therefore the special resolution was in fact carried at that meeting, and the view that I take of the authorities is this, that although it may be perfectly clear that the Court has a discretion in respect of any expressed rules or provisions in the Statute to allow a proof to be amended, yet if the harm has been done then, this will not be allowed. Now, the harm has been done undoubtedly, and for some reason the second meeting was never held, therefore by the vote of Ho Tung at that first meeting the special resolution was not come to. Unless you can disprove that—

Sir Henry—That I can quite easily. At the first meeting Ho Tung voted against the proposition, but what happened? The resolution was put, passed, and accepted, but

when we come to confirm that resolution it requires not only the votes of those present but of those who are entitled to vote. The first meeting has to be confirmed by the second meeting.

His Lordship—The second meeting was never called.

Sir Henry—No one asked us to call it. It was never called, and it was on the movement of the petitioning creditor that the man was made bankrupt. The petitioning creditor was one of those who were supporting the composition.

Mr. Slade—I am instructed by his solicitor that the petitioning creditor did not apply for adjudication. Mr. Wakeman applied.

His Lordship—The question is whether the resolution is, in fact, good in law.

Sir Henry—It is not good in law unless and until it is confirmed.

His Lordship—Before that, it is not an effective resolution unless two-thirds of the number in value of creditors is present. Now \$106,000 is the value of the creditors present, three-fourths of that including Ho Tung's amount is \$79,500.

Sir Henry—If you are going to bring him in you must include him.

His Lordship—Now they had not got three-quarters in consequence of Ho Tung's vote as an unsecured creditor. It seems to me that Mr. Lowe fell into the same mistake we fell into yesterday of treating the matter as if it came under the second subsection.

Sir Henry—The two must be read together.

His Lordship—The position is that there were not three-fourths in value of the persons present, therefore this resolution cannot go forward. The trustee had among other reasons, one which he did not take, which was that this resolution is not a special resolution within the terms of the definition, therefore everything falls to the ground. That is the point he should have taken. It was accepted by the trustee under quite a mistaken view of what his duties were then.

Sir Henry—When that resolution was passed and accepted, then it became necessary to have it confirmed.

His Lordship—It couldn't be.

Sir Henry—Then if it couldn't be Ho Tung couldn't have done any wrong.

His Lordship—He did not vote. If he had voted for \$19,500 as he should have done there would have been a valid special resolution, and then the trustee might have come forward with this other objection, but he really assisted in passing something which was not a special resolution at all, and therefore put the trustee in the course of wrong proceedings which have led to this argument.

Sir Henry—What has Ho Tung done; what injury has he inflicted; and upon whom has he inflicted it that it shall prevent a Court of equity relieving him of a mistake?

His Lordship—Because he voted for an amount which prevented a special resolution being passed.

Sir Henry—But would that resolution have been passed? That gets to the root of the thing. We ask for relief because we have done nobody an injury. The error arises merely on a highly technical consideration of a subsection of the ordinance.

His Lordship—Supposing the trustee had proved, and supposing the whole of the procedure required by the second subsection had been enforced, then if it came up before the court the whole thing would be set aside because *ab initio* it is wrong.

Sir Henry—We are asking for relief against a mistake. What wrong has been done here? The scheme which could not be approved has been defeated. We are doing right.

His Lordship—If the vote had been for \$19,800 there would have been a special resolution.

Sir Henry—There was a special resolution and Ho Tung did not prevent it coming on a second time.

His Lordship—It never came on a second time.

Sir Henry—That is not the fault of Ho Tung.

His Lordship—The trustee took steps at the end of the first resolution which he ought to have taken at the end of the second. Even supposing Ho Tung had voted properly there



would have been a special resolution which the court cannot accept.

Sir Henry—Certainly; but Ho Tung did not prevent it being confirmed.

His Lordship—So far as this point is concerned, and on the assumption that the creditors are bona fide, I think there has been a mistake from which I cannot relieve Ho Tung. Now comes the proper time to take your motion which is to call on the others to prove.

Sir Henry—I am instructed that the debtor was made bankrupt with the assent of the petitioning creditor and not by Ho Tung.

Mr. Slade—That statement is hardly correct. It appears that Ho Tung appeared and supported the application. Up till the time of the adjudication the trustee has nothing to do with the matter. It was then the official receiver.

Sir Henry—This is a motion to ask your Lordship to expunge the proofs of Chan Hon-tung, Sam Che-ohuen, A. F. de J. Soares, Li Shu, Li Yee-cho, Li Shun-cho and Chan Chek-sang unless before November 30th they substantiate their claims to the trustee in the estate of the debtor. It is something to be regretted that for the sake of true justice being done to the motions as a whole that the application I made in the first instance that this motion should be taken first, was not acceded to. It was an application that did not suit my learned friend to establish that persons here claiming to be entitled to support a resolution put forward by the creditors were not really bona fide creditors, and to object to any irregularities. I put it to you first that it is a clear duty of any trustee in a bankrupt estate to investigate the claims of those who come forward in the character of creditors. If he does not do that he is not performing his duty, and if he has made an investigation, and has any reason subsequently to believe that that investigation has not been sufficiently searching, it is his right and it is his duty to make further investigation; and I put it to you as a further proposition that it is the duty of the debtor to assist the trustee in investigating claims, and further that it is the duty of the creditors to behave in like manner towards the trustee. Both the debtor and the creditor must treat the trustee with *uberrima fides*; they must keep nothing from him. The debtor, indeed, is liable to pains and penalties under the act if he is guilty of conduct which amounts to impeding the trustee in the investigation of the estate, and the creditors are, in the eyes of the Court, bound to give a true and faithful account, when called upon by the trustee, of their claims against the estate. The creditor cannot "jump a claim," as it were. He cannot come in, and because the official receiver has admitted his proof, put that forward if the trustee calls upon him to substantiate. It is obvious that it is essential the trustee should have such powers, otherwise the creditors, who were not a bona fide creditor, might illicitly get upon the list of creditors. The trustee might, within any reasonable time after the claim is filed, require further evidence in support of such proof so long as the matter is before the Court. The trustee in this case has called upon those persons whose names are before your Lordship to substantiate the proofs they gave to and were accepted by the official receiver. The reason of this application has arisen in this way: Some time in September, shortly after the order of adjudication had been made, the official receiver handed over his papers to Mr. Lowe, who had been appointed as creditors' trustee. The trustee went into the papers handed over to him, and was not satisfied with the sort of proofs which had been accepted by the official receiver. He was aware that a resolution had been come to by the meeting for the purpose of accepting a composition put forward by the debtor, and he was aware that certain creditors were in favour and certain against the composition. The trustee was aware that certain of these creditors were desirous of having a further meeting for the purpose of confirming that resolution. He then conceived it to be his duty to inquire into the claims of these creditors who were supporting the composition, and he did it. Sir Henry then quoted authorities in support of his motion, after which

Mr. Slade—My learned friend tries to persuade your Lordship that this is a purely technical and frivolous objection. It is nothing of the kind, but a very serious and important question which has to be decided, within the interpretation of the Ordinance. Section 30 of the Ordinance is the section which deals with proved debts, and that section is taken in the main from the second schedule to the Bankruptcy Act of 1883 with considerable omissions.

After quoting authorities in support of his case, Mr. Slade continued: The official receiver has exercised his right and that excludes the trustee. If, as the learned counsel for the receiver has asserted more than once, he is in a position to bring forth evidence to show that these claims are fraudulent claims, his duty is to bring that evidence before the Court. The trustee has no inherent power; his power is derived solely from the Ordinance.

Sir Henry quoted cases to support his contention that a trustee should never be precluded at any time from making inquiry into claims until a case was finished, and that bankruptcy rules were not to be regarded as imperative, but merely directory.

His Lordship reserved his decision.

#### THE B NKI G DIFFICULTY.

In connection with the Chung Shun-ko inolvency Mr. Looker previously sought his Lordship's assistance relative to a banking account of the debtor's estate, pointing out that the Hongkong and Shanghai Bank, the only bank sanctioned by the Governor, had refused to open such an account.

His Lordship stated that in consequence of the Governor's indisposition he had not been able to do what he said he would, but under subsection 3 of section 10 he would give leave to the trustee to retain the money in his hands for a further week.

Sir Henry—It is an enormous sum; he cannot keep it on his hands.

His Lordship—He can put it into his private banking account. I want to regularise his position until a further order is made.

#### MARINE COURT.

Friday, November 16th.

##### STRANDING OF THE "KINSHAN."

A marine court of inquiry was held at the Harbour Office respecting the circumstances connected with the stranding of the British steamship *Kinshan*. The Court was composed of Lieut. C. W. Beckwith, R.N., (President), Lieut. H. C. R. Boucher, R.N., H.M.S. *King Alfred*, Captain E. Beetham, master of the s.s. *Empress of India* and Captain J. F. H. Park, s.s. *Admiral*.

The letter from Captain Lossius of the *Kinshan* calling for an inquiry was read, also the warrant of the Governor constituting the court.

The President stated that in this case there were three points they had to satisfy themselves on. Firstly, was the master justified in anchoring at Pillar Point? Secondly, when he found his ship drifting eastward, did the master take the ordinary precautions of a seaman to save the cargo, lives and his vessel? Thirdly, if the ship had her anchors down and all chain out, and her engines going full speed or half, did the court consider from his experience she had a reasonable chance of going aground?

Captain Lossius, master of the s.s. *Kinshan*, stated that his ship left the wharf at 8.30 on the morning of September 18th. It was blowing pretty hard from the northwest at the time, and the harbour was full of small craft running for shelter, from which they found great difficulty in getting clear. They ran across to a water-logged cargo boat in the middle of the channel and picked off a crew of 13. In due time they arrived at Capsumun Pass. The wind had shifted by then to west north west and the squalls of rain and wind increased. A little off the East Brothers' Island the wind shifted back to north, the sea was running very high, so witness decided to anchor off Pillar Point. This was between 10 and 10.15 a.m. The port anchor was run out and gave 50 fathoms to the water's edge. There were 427 Chinese passengers on board and four Europeans, while the crew, Chinese and European, numbered 100. When the vessel left her wharf her draft was 8 foot 3 inches aft and 7 foot 6 inches forward. The black drum

indicating a typhoon east of the Colony, was hoisted at the Harbour Office at 8.28 a.m. The *Kinshan* carried two bow anchors, the weight of one of which was about 26 cwt. and of the other 19 cwt. Ninety fathoms of chain was supplied to each anchor. They got through the Capsumun Pass about 9.15 a.m., and passed the Fast Brothers about ten minutes to ten. The wind was then about west-north-west, and about ten minutes later shifted to north. The wind was north when he anchored off Pillar Point. The vessel had only got her chain out when the wind backed to west again. She then fell off broadside on to the wind. Witness tried to get her head to wind with his engines. He hove in on his chain to try to bring her head to wind to stop her rolling. She then commenced to drag. He could see at intervals between the squalls. The ship drifted with 30 fathoms of chain to her anchor broadside on to the wind, head to starboard. He could not say what time it was when he was off the Brothers, but when he got clear of them the wind shifted to south-west. Witness managed, by working his engines, to get her stern to the wind. At five minutes past eleven she took the beach. He saw the whole of the Brothers, and passed very close to them. The wind was then blowing at hurricane force. When witness passed the Brothers the wind was south west and blowing southerly, so he tried to get inside to the eastward. From the time they passed the Brothers until the ship took the ground would be about 20 minutes. After passing the north point of the East Brothers witness did not give the ship both anchors and chains because he thought she would have foundered had he done so. He had had previous experience in a typhoon when a ship was dragging and had been ten years in the river trade.

By Captain Beetham—What did you hope to do by having your anchor on the ground with 30 fathoms of chain paid out?—To keep her from rolling.

Why did you not let go the other anchors when off the Brothers?—Because I was afraid of foundering the ship.

When you left Hongkong did you think you were going to be caught by a typhoon?—I did not; but thought I would get strong gales as my glass was still high.

When you got to Capsumun, did you think you were justified in going to Pillar Point to anchor?—Yes, because the wind had shifted to north.

Supposing you had slipped your anchor could you have steamed up?—Yes. If I had known the typhoon was going to be so short-lived I think I could have kept her going.

By Captain Parks—How much chain had you out when you took the beach?—About 30 fathoms.

Why did you not give her all the chain?—Because I wanted to get inside the Brothers.

By Lieutenant Boucher—When she got beam on to the sea was she absolutely unmanageable?—Almost so.

Chief Officer Smith said the wind was blowing very hard from the westward when the *Kinshan* left her wharf. On the way to the central channel they stopped to take the crew off a cargo boat. After that witness was employed in getting everything secured. Before they passed the Brothers the captain told him he did not intend to pass them, but to anchor in Castle Peak Bay. Witness then went forward, having received orders from the captain that when he let go the port anchor he was to give the ship 45 fathoms of chain well outside. By this time the wind was blowing very hard and was accompanied by blinding squalls. It was nearly ahead. The port anchor was let go, but there was so much strain on the cable that witness had to ease away to nearly 60 fathoms before he dared put on the brakes. The vessel then appeared to swing with her head to the South West, still keeping a big strain on the chain. Witness thought they anchored on a muddy bottom. After anchoring he knew the ship was dragging by the jump on the chain. Awning spars and stanchions were blown away and broken. About 20 minutes after anchoring witness received an order from the Captain, through the second officer to heave in at once on the port chain. Just then



the vessel began to roll heavily, but after considerable difficulty he managed to heave in about 35 fathoms of chain. About a quarter of an hour after this he saw what he took to be the North point of the East Brothers very close to the ship on the port bow. After passing the Brothers the second officer went forward again with the Captain's order to witness to let the anchor drag, and not try to heave on it. Shortly after that the vessel took the ground. The wind was then south-south west, and blowing with hurricane force. Witness had been in the river trade about four years, and had previously been in a typhoon.

By Lieut. Boucher—Have you any idea why you were told to stop heaving in?—No.

Supposing you had weighed your anchor, do you think it would have been possible to get the ship under control?—I am unable to say.

If you had both anchors down and all your chain out, do you think you could have steadied the ship?—She would still have dragged.

When further evidence had been adduced the Court found.—That the *Kinshan* left Hongkong on September 18th at 8.30 a.m. bound for Canton with a general cargo, 427 passengers and 100 crew. The ship was well found and powered. The typhoon drum was hoisted at the appointed place indicating that there was a typhoon eastward of the Colony within 300 miles. That on reaching the Capsumun Pass the wind backed to W.N.W. The captain's original intention was to anchor south east of the East Brothers, but he proceeded to Pillar Point instead. This, in the opinion of the Court, was an error of judgment on the part of the master, who most certainly ought to have taken no risks and anchored south east of the East Brothers. That, from the evidence carefully gone into, when the master found his ship dragging with 30 fathoms of chain out, and the ship nearly stranding on the north point of the East Brothers, we consider it was clearly the duty of the master then to have let go both anchors and all his cable. This, in the opinion of the Court would have held the ship and prevented her stranding. That owing to the abnormal conditions under which the master was navigating, with regard to the hurricane force of the wind and blinding rain squalls, the Court consider that a severe censure be passed on the master for allowing his ship to strand with an anchor at bow and another on a short stay.

#### CHINESE AND BIRTH REGISTRATION.

When natives find themselves in trouble with the Hongkong Authorities they invariably plead ignorance of the regulations or the laws which they have infringed, and despite the sixty odd years that Hongkong has been under British administration there is still the same difficulty in inducing the people to comply with local regulations. A case in point is the registration of children born in the colony. Many Chinese parents neglect this duty, either through ignorance or a disinclination to obey, and the object of the Ordinance is frustrated. What brings the matter up afresh was the imprisonment of a boy for larceny who, after his discharge, was ordered to be banished. The father, however, intervened and declared the lad was born in Hongkong and could not, therefore, be sent out of the Colony. Inquiries were made, and a woman stated she had been present at the birth of the boy in a boat at Causeway Bay. The mother also appeared and said that the younger son, a boy of four, was born at the same place. She admitted that she had not registered either of the births. A prosecution followed, the parents being proceeded against for not registering the births of the two children. The father pleaded that he did not know he had to do so, but the Magistrate thought the duty would be impressed on him by the imposition of a fine of \$5.

It is reported that the Government have warned the underwriters of the German steamer *Petrarch* which was driven ashore near the Kowloon wharves in the typhoon, that they must take immediate steps to have the vessel refloated.

#### INFRINGEMENT OF TRADE MARK.

At the Magistracy on Nov. 22nd Mr. C. D. Melbourne heard a charge brought by Messrs. W. G. Humphreys and Co., against Tong Wah Shing, storekeeper, 265 Queen's Road Central, of infringing the trade mark of Messrs. W. Gossage and Company, Widnes, Lancashire, by using the "Beehive" brand as applied to that Company's soap. Mr. Grist (of Messrs. Wilkinson and Grist) appeared in support of the summons, and Mr. G. C. C. Master (of Messrs. Johnson, Stokes and Master) appeared for the defendant.

Mr. Grist said they were prepared to prove the trade mark and that it was registered.

Mr. Master replied that they admitted that. Continuing, he explained that his client had ordered the soap from Japan, but as the letter, of which he had a press copy, would show, he did not instruct the manufacturers to send any soap with the "Beehive" mark. The latter sent it down on their own account, and his client wrote to them in August last that they must not send down soap made by a foreign firm. Certainly his client ought to have gone to Mr. Humphreys with that case of soap, but he did not do so. Still it was not as if he had imported large quantities with the object of underselling Messrs. Humphreys. He sold fifteen cases out of the forty. He suggested that his client be allowed to export the 25 cases.

His Worship asked if Mr. Master could not come to some arrangement with Mr. Grist.

Mr. Grist replied that he could not do so. The defendant had received 40 cases from Japan which he knew bore a forged trade mark and he had no right to put these on the market.

Mr. Master admitted that his client had sold 15 cases but he had written to the manufacturers not to send that stuff again.

Mr. Grist pointed out that those 40 cases being on sale constituted a breach of the Ordinance, and while his clients did not wish to be vindictive and did not press for a heavy penalty, yet they asked for a conviction. They wanted the soap to be forfeited and they asked for their costs.

Mr. Master said he had understood from Mr. Grist that he did not intend to press the case but his action was different to what his statement led him to believe. His client was not a fraudulent trader, desirous of underselling Messrs. Humphreys. If his Worship was to impose a fine, confiscate the goods and order the defendant to pay costs in a mild case like that, what could he do when a flagrant case came before him. If necessary he (Mr. Master) would ask for an adjournment so as to enable him to put before the court the letters which his client had written to Japan.

His Worship—Perhaps Mr. Grist will admit these?

Mr. Grist—I am quite prepared to admit all that he says, but I ask what could be a more flagrant case. If my friend says I have gone back on my statement to him he is utterly wrong.

Mr. Master—My client having found out he had got the wrong soap, wrote to Japan in August before the prosecution was commenced to stop the manufacturers sending that soap. Yet this is called a flagrant case. I think it is the mildest case that could come before the court.

Mr. Grist—We could have taken action in a civil court.

Mr. Master—Yes.

His Worship—Can you not make some arrangement with Mr. Grist?

Mr. Master—I advised my client to ship the remaining cases out of the Colony so that they should not be sold here. All Messrs. Humphreys want is protection.

Mr. Grist—They may be doing business in Japan.

Mr. Master thought it would be reasonable if his client forfeited the stuff and paid a nominal fine of a dollar.

Mr. Grist could not agree to that. The defendant was liable because he sold the soap knowing that it bore a false trade mark.

Mr. Master said that if the case was going to be pressed like that he would ask for an adjournment.

Mr. Grist—It is not being pressed.

Mr. Master—It is being pressed.

Mr. Grist—Nothing of the kind.

Mr. Master—We will have the case gone into.

Mr. Grist—I am prepared to go on with it.

Mr. Master—I would suggest to your Worship that the goods be forfeited and the man fined a dollar.

Mr. Grist—What protection are we going to have for trade here?

His Worship—Mr. Master has pleaded guilty, and I will deal with the case straight away.

Mr. Grist—I must leave it to your Worship.

His Worship—Fined \$25, the soap to be forfeited; costs disallowed.

#### MR. R. HOUGHTON'S DEATH.

Mr. F. A. Hazeland, sitting as a coroner, with Messrs. G. Friesland, G. D. Sullivan, and D. Harvey, inquired on Nov. 19 at the Magistracy into the circumstances of the death of Robert William Houghton, tailor, who was found dead in his room on November 9th under conditions which suggested suicide.

Dr. Heanley, medical officer in charge of the mortuary, deposed to examining the body of deceased, who was aged about 55 years. Death was due to poisoning by cyanide of potassium.

Frank Brown, Government analyst, said he received the bottle produced on November 10th from Inspector Smith. It contained 20 drops of liquid which he analysed and found to contain one third of a grain of cyanide of potassium, which was a deadly poison.

Inspector Smith spoke to having received the bottle from Sergt. Murison.

Fred. Howell, head bailiff of the Supreme Court, stated that he took possession of deceased's estate on the 10th inst. under directions of the Official Administrator. He knew deceased was heavily involved and had been pressed for money for the last nine months. On October 2nd witness enforced an execution against him, which was settled by payment of \$600 on November 8th. Deceased was also pressed for rent, both for his shop and his residence, and witness estimated that his indebtedness amounted to \$23,000.

George A. Drude, master mariner, said that in 1895 he started a tailoring business with deceased and Mr. Bothe. He contributed the money. Mr. Bothe died two years later and witness withdrew from the partnership, deceased owing him \$18,000. He had received part of the interest, but nothing for the last two years. At his death deceased owed him nearly \$20,000.

Sergt. Murison said he went to the first floor at 21 Wyndham Street on the 9th inst. and found deceased lying at the head of the table. The bottle produced was found with others. He closed the place. Among the deceased's effects were two letters, one being found at his residence and the other at his shop.

His Worship read the letters. The first from the National Bank of China was as follows:

To Mr. R. W. Houghton. Dear Sir,—Your cheque, No. 15081, for \$200 overdraws your account \$196.26. Kindly pay in at once so as to enable us to meet same, and oblige.

The second letter from the Hongkong Hotel was as under:—R. Houghton, Esq., Queen's Road. Sir,—As you have failed to liquidate your Hotel account after repeated application made by the Hotel collector, I beg to inform you that until the amount due, \$128.63, is paid no more of your chits will be accepted.

Cheung On said he had been in the deceased's employ for three years. On the morning of the 8th inst. Mr. Houghton returned about 5.45 very drunk. He went to bed and slept all day, having no food at all. At 2.30 in the afternoon witness entered the room to take out Mr. Houghton's clothing in order to brush it. He found the bottle produced which was nearly full of liquid in the coat pocket. He placed it on a small table four or five feet from the bed. Going again into the room at five o'clock he found deceased still asleep. At seven o'clock next morning he heard him coughing, and about an hour later he entered the room with a cup of tea, placing it on a small table. Deceased was then asleep. Witness noticed that the bottle was not where he had placed it, but on a rack over the washstand. At 10 o'clock he went into the room accompanied by the foreman tailor and found his master dead.

The jury returned a verdict of suicide whilst temporarily insane.



## CORINTHIAN YACHT CLUB.

## OPENING CRUISE.

The opening cruise of the Hongkong Corinthian Yacht Club, which took place on Nov. 18th, proved very successful, affording as it did fine opportunities for racing and pleasure to the large company of guests. The launch "Tow" was chartered for the occasion and when it left Blake Pier shortly after eleven o'clock it had on board about fifty ladies and gentlemen. Proceeding to Laichikok, it was found that quite a fleet of yachts had assembled, and as the weather conditions were ideal for this pastime it was anticipated that there would be a good exhibition of sport, and in this the company were not disappointed. After tiffin on board the launch, the racing was commenced. Dr. Clark, the commodore, was present, while Mr. L. Guy, the secretary, and Mr. A. McKirdy, the treasurer, were active in the management of the day's sport. The latter acted as starter and Mr. J. Meek rendered service as timekeeper. That everything proceeded without a hitch speaks as well for the good humour and sportsmanship of the competitors as for the completeness of the arrangements made.

The first race was for the one-design class. There were six entrants, viz: Mr. McIver's "Gael," Mr. E. M. Hazeland's "Nina," Mrs. Bruce Shepherd's "Joan," Mr. J. D. Kinnaird's "Ariel," Mr. W. A. Crake's "Thecla," and Mr. A. McKirdy's "Meta." The course set was a run to the "Hygea" buoy, then across to the "Hankow" buoy, finishing at the line between the pier and the launch. The yachtsmen were favoured with a fresh southeasterly breeze, which tested the sailing abilities of the craft. "Joan" got over the line first, followed in the order named by "Thecla," "Gael," and "Nina," with "Meta" and "Ariel" bringing up the rear. "Joan" well handled, showed her paces and easily kept her lead from the others. She rounded the first buoy a long way ahead of the others. The "Gael" materially improved her position and passed into second place but could not lessen the distance which separated her from "Joan." The occupants of the latter, Mr. and Mrs. Bruce-Shepherd, were loudly cheered when the gun signalled that they had won. Her time was 3h 32m 30s and "Gael's" 3h 34m 19s. The "Ariel" arrived third and Captain Warren, who had joined the race after the start in his "Fas" came in fourth.

Then followed a race for the Chinese boys. "Ariel," "Meta," "Joan," and "Fas" started, the first named making a good start. The same course was covered in much the same time. "Joan" again finishing first, with "Ariel" a close second.

In the handicap class all the boats ran on their merits. There were racing Mr. W. H. Donald's "Sprite," Mr. J. McCorquodale's "Chanticleer," Mr. G. W. Kyooch's "Annie," Messrs. Melvin and Hill's "Doreen," Mr. G. Williams' "Tremona," and Mr. S. Pepper's "May." "Tremona" was first across, with "Sprite" in her wake, the "Chanticleer," "Doreen," "Annie" and "May" following in the order named. "Sprite" was overhauling her leader, but on rounding the "Hygea" buoy for the first time she got into trouble and ran to leeward. However she re-entered the race and easily beat the others for the second place. The course in this race was longer than the other, the yachts having to go twice round the buoys before making for home. The times were:

	H.	M.	S.
Tremona ... ..	3	41	54
Sprite ... ..	3	45	4
Chanticleer ... ..	3	45	43
Doreen ... ..	3	45	55
Annie ... ..	3	47	22
May ... ..	3	53	45

The start was at 3 o'clock.

Another boy's race followed, the "Doreen," "Chanticleer," "Sprite" and "Annie," being the entrants. "Annie" finished first but was disqualified through mistaking the warning gun for the strating gun. "Doreen," which came in second, was declared the winner. "Sprite," did not finish.

At the close of the races an interesting little ceremony took place on board the launch. Dr. Clark, the commodore, called on Mrs

Bruce-Shepherd to present the prizes, a duty which she gracefully performed. Last year's prizes in the one design class went—1st to Mr. Gibson (Hibernia) and 2nd to Mr. McIver (Gael); in the handicap class 1st to Mr. Pepper (May) and 2nd to Mr. Guy (Dart). The prizes won yesterday were also presented to the winners. Afterwards Dr. Clark presented Mrs. Bruce-Shepherd with a beautiful bouquet on behalf of the club and at the same time welcomed her as the first lady member. Mrs. Bruce-Shepherd replied, and with cheers for the lady, the commodore, and the ladies the proceedings terminated and the company returned to Hongkong.

OXFORD LOCAL EXAMINATIONS,  
JULY 1906.

## HONOURS.

## BOYS

## Senior 3rd Class

(J) Ezra J.N.J. A.A.

## GIRLS

## Preliminary 3rd Class

(T) Hoara D. E. Distinguished in Geography.

## PASS LIST.

## BOYS

## SENIOR.

(D) Anderson H. A.A. (D) Thom W. A.A.

(D) Crolius J. A.A. (Q) Cheung Ling-shang A.A.

(D) Drude W. A.A. (S) Chau Kwan-lam A.A.

(D) Siemssen F.F.A.A.

## OVER AGE.

(Q) Ng Cheung-hau (S) Tso Shiu-chung

## JUNIOR.

(D) Brandt F. J. (Q) Mooney R. J.

(D) Hastings R. J. (J) da Graça Oxorio F. M.

(D) Jex S. (J) Laurel L.

(K) Matthaei H. W. (J) Tsui Yan-san S.

(Q) Chung Siog-yow (J) Vieira R.

## OVER AGE.

(D) Whitfield P. (S) Tso Shiu-fan

(Q) Wong Tiu-fong (S) Wan Iu-shing

## PRELIMINARY.

(D) Sinn W. (Q) Ng Ka-pui

(J) Marques E. (Q) Pun Kwok-cheung

(J) O'Brien P. (Q) Robson R. N.

(J) Sternberg M. (S) Chau Yung-wing

(Q) Chung Qui-sung (S) Wan Yik-shing.

## OVER AGE.

(D) Chin Yan-tsz (J) Sequira C.

(D) Lai Shin-on (J) Souza J.

(J) Ascensio J. (Q) Ho Yan-chiu

(J) Beltrao M. (Q) Lo Chiu-hoi

(J) Elizaga P. (Q) Lo Iu-nin

(J) Ezra T. (Q) Ozorio D. D.

(J) Laurel F. (S) Wei Wing-hon

(J) Lopez F.

## GIRLS

## JUNIOR.

(D) Barrington D. (J) Niel A.

(D) Muskett M. M. (T) Hoara M. le M.

## OVER AGE.

(T) Hoara A.

## PRELIMINARY.

(D) Evans J. E. (D) Palmer M. A.

Certificates may be expected in a fortnight.

D Diocesan School Q. Queen's College

J St. Joseph's College S St. Stephen's College

K Kowloon Grammar School

T Private Tuition

## VICEROY SHUM.

Viceroy Shum, after a day spent in Hongkong, left for the North on Nov. 17th on board the P. and O. steamer *Devanha*. His Excellency, who had been escorted to the colony by a number of Chinese gunboats, remained the greater part of the day on board the *Sum Hang*, and had it not been for the firing of crackers there would have been nothing to indicate the embarking of the distinguished passenger on board the *Devanha*. Here he was received by Captain Hide and conducted to the quarters reserved for him, the two saloons being decorated in honour of the Viceroy. Afterwards he proceeded to the chief saloon and bade good-bye to the company who had assembled to pay their last respects to him. At half past four the *Devanha*, flying the Chinese dragon at the fore, left her moorings.

## A TALE OF THE SEA.

A sad story was told at the Police Court on Nov. 17th, when Mr. F. A. Hazeland heard a charge of vagrancy preferred against a Chinaman, who has attracted some attention of late as he sat in Pedder Street near the Post office with a paper bearing Chinese characters in front of him. The defendant, according to his own story which has the imprint of veracity, told his Worship that he formerly owned a large fishing junk on which he carried a crew of 18. On the morning of September 18th, when some miles out from Swatow, and in the company of a fleet of junks, they were overtaken by the typhoon which wrecked many of them, the defendant's vessel being among the number that foundered. He and one of his crew, clinging for dear life to some wreckage until the storm abated. Then they were picked up by a passing junk bound for Macao. So far as defendant knew, the other sixteen of the crew were drowned. From Macao he got a passage to Hongkong but was unable to get employment here, or to find the means of returning to his native village near Swatow, where he had friends who would assist him. He had applied for assistance to the Tung Wa hospital, but as his boat was not registered or numbered locally he was told that they could not help him. "The fund was not meant for the assistance of people wrecked so far away as Swatow," is what defendant alleges one of the relief committee told him. Therefore there was nothing for him to do but beg enough to take him home. The piece of paper which he had laid out on the footpath, and alongside which he sat, was written out for him at the Tung Wa hospital. Day by day he watched the hurrying crowd pass by, but very little money came his way, wherefore he had to wait until the gods thought it advisable to send him sufficient money to return home. It was a long, dreary and unsuccessful wait, for up to the time when Inspector Ritchie arrested him he had been making sufficient only to keep the wolf from the door.

His Worship believed the story, and instead of dealing with the man as an offender ordered that he receive from the poor box sufficient money to buy his passage back to Chau Wal and to keep him in chow en route.

## KOWLOON DOCK EXTENSIONS.

We understand that at a private meeting of the Hongkong and Whampoa Dock Co. a scheme was proposed for the extension of the No. 1 Dock. To carry out this scheme it appears desirable that the Dock Co. should acquire the lease of Marine Lot No. 3 at Hungghom, and as this is now offered for sale it is probable that the Dock Co. will secure it. The Lot contains 175,500 square feet; the annual rental is \$1,410 and the upset price \$39,488. Under the proposed terms of the sale, the lease will be granted to the highest bidder, and no person shall at any bidding advance less than \$20. The purchaser must pay into the Colonial Treasury the full amount of the premium offered for the lease within three days of the sale and "shall reclaim the entire area of the lot and shall build and finish, fit for occupation, before the expiration of four years from the day of sale, in a good, substantial, and workmanlike manner, one or more good and permanent messuage or tenement upon some part of his lot, with walls of stone or brick and lime-mortar and roof of tiles or such other materials as may be approved by the Director of Public Works; and in other respects in accordance with the conditions of all Building Ordinances now in force in the Colony which are applicable, and shall expend thereon a sum of not less than \$40,000 in rateable improvements."

The purchaser is also required to maintain the land in a sanitary condition, and shall pay into the Treasury a proportionate part of the annual rental on the 25th December next, and the annual rental by half-yearly payments during the term of 99 years. Should the lessee fail at any time to use the land for the purposes specified without the consent of the Government, then the Crown may re-enter the land, foreshores and sea bed included in the lease.



"or on any portion thereof in the name of the whole and thereupon the same shall be forfeited to and vest in the Crown."

Should the purchaser fail to comply with the conditions, the Crown may either enforce the sale or re-sell the property, and should there be any increase in the premium or purchase money at the re-sale that increase will be retained by the Crown, but if there is a deficiency the defaulter must pay the difference.

If at the end of one month from 16th November the Governor-in-Council shall declare it expedient to grant a lease of the lot then the sale will be proceeded with.

Special conditions set forth that the purchaser will, subject to the written approval of the Director of Public Works, be permitted to remove earth from Crown land in the vicinity for the purpose of reclamation of the lot. The actual area of the lot to be determined before the issue of the Crown lease and premium and Crown rent adjusted in proportion to the areas and according to the amounts at which the lot was sold.

#### HONGKONG'S NEW G. O. C.

The appointment of Brigadier-General R. G. Broadwood, C.B., from the Orange River Colony, to the South China command, seems to have attracted more attention than is usually given to the local post.

The idea seems to be that such a good man will be thrown away at Hongkong, which of course we cannot admit for an instant. The suggestion that as a cavalryman he will be out of place is a far-fetched one. His excellent cavalry work in Egypt and South Africa promises a few useful hints for the Happy Valley Hussars, and possibly for the Shanghai Light Horse; and his gifts that way are unlikely to have rusted by the time they may be wanted again elsewhere. It is a poor compliment to suggest that he cannot do as good work in other details of the service Major-General Broadwood, as he must now be called, will find that his promotion does not entail exile in insupportable surroundings.

We append an extract relating to his career: The gallant Brigadier is an ex-officer of the 12th Royal Lancers, in which he passed his regimental service from 1881 till 1893. He has filled various important staff appointments, and he has had the advantage of having seen a good deal of active service in four campaigns. Whilst attached to the Egyptian Army he went through the Dongola Expedition, 1896 (mentioned in despatches brevet lieutenant-colonelcy, Egyptian medal with two clasps, British medal); Nile Expedition, 1897, the actions of Abu Ahmed and occupation of Berber (two clasps, 4th class Osmanieh); Nile Expedition, 1898, including the battles of Atbara and Khartoum (mentioned twice in despatches, two clasps, and British medal brevet colonelcy); and in the South African war he commanded with conspicuous success the 2nd South African Light Horse, and also served on the Staff (mentioned five times in despatches, A.D.C. to the Sovereign, Queen's medal with six clasps, King's medal with two clasps). He took over command in O.R.C. in May, 1904.

#### "HEUNGSHAN" REFLOATED.

At last the *Heungshan* has been refloated. For practically two months she has lain on the rocks on which she stranded during the memorable typhoon, and although for fully a month her owners have had a big staff engaged trying to get her off, their efforts did not meet with success until on November 17th when there was an exceptionally high tide. She was towed by the *Protector* to Hongkong about midday and was afterwards taken to the Kowloon Dock for repair. In a short time the Hongkong, Canton, and Macao Steamboat Company, who have suffered very severely, will have their fleet on the run again.

An unusual accident happened to a scavenging coolie near Ship Street on November 17th. He went down into a sewer carrying a lighted lamp, when suddenly there was an inrush of gas which was lighted by the lamp. The coolie who was severely burned, was removed to the Government Civil Hospital.

#### COMPANIES.

##### DAIRY FARM COMPANY, LTD.

The tenth ordinary yearly meeting of shareholders of the Dairy Farm Company, Ltd., was held yesterday morning at the depot, 2 Lower Albert Road. There were present Hon. Mr. E. Osborne (chairman), Dr. J. W. Noble, Mr. F. Maitland, Mr. E. H. Hinds, directors, Captain A. Tillett, Mr. T. M. Gregory, Mr. J. H. Seth, Mr. Chan Tong, Mr. S. A. Seth, secretary, and Mr. A. Stevenson, Manager.

The Secretary having read the notice convening the meeting,

The CHAIRMAN said: Gentlemen, The Report and Accounts having been in your hands for some days I will, with your permission, take them as read. Your Directors are again in the pleasant position of being able to lay before you a satisfactory report but it must not be overlooked that the absence of serious disease amongst our cattle during the past four years accounts largely for the profits that have been made and to the Company's sound position to-day. Our policy of importing only first class animals has proved eminently satisfactory, the picked herd we now have, giving more and a better quality of milk at no extra cost than would be the case with cheaper stock. During the past year their milk yield has exceeded all previous records and I am pleased to say shows signs of still further improvement. Our subsidiary businesses have also assisted to swell the year's profits to a considerable extent and the prospects for the coming year in these departments, especially the frozen food are more encouraging than they were a year ago. We recommend the payment of a slightly larger dividend than last year, also the transfer of \$25,000 to Cattle Reserve, as we consider the steady augmentation of this Fund to be essential to the permanent success of a business such as ours and we have no doubt this policy will be endorsed by shareholders. There are no further remarks that I can usefully add, but before proposing the adoption of the Report and Accounts I shall be pleased to answer any questions that any shareholder may wish to ask. There being no questions the report was adopted on the motion of the CHAIRMAN, seconded by Captain TILLET.

Mr. GREGORY proposed, and Mr. J. H. SETH seconded, the re-appointment of the Hon. Mr. Osborne and Dr. Noble as directors. Carried.

On the motion of Mr. STEVENSON, seconded by Captain Tillett, Mr. W. Hutton Potts was re-elected auditor.

The CHAIRMAN—Thank you for your attendance, gentlemen. Dividend warrants will be ready to-morrow.

##### THE INTERNATIONAL COTTON CO., LD.

The eleventh annual meeting of this Company was held at Shanghai on November 14th.

The Chairman.—It is with no little pleasure that your Directors—especially the old members of the Board—are able to place such a favourable report before you. Interest you will be glad to note is some £18,000 less than previous year, and although at times we have to carry heavy (sometimes very heavy) stocks of cotton and yarn, we may hope, as our financial position improves, to see this item still further reduced. Working Account: The balance at the credit of this account is £15,000 more than anything we have ever before shown and fully bears out the favourable anticipations of last year. Your Directors trust that you will approve of the proposed disposal thereof. The amounts recommended to be written off for depreciation may appear large, but are not really so; our plant and machinery for instance will stand closed on £15,000 more than it would had a steady 5 per cent been written off, and Chinese houses, as you know, deteriorate rapidly. Reserve Fund.—You will, I am sure, approve of the building up of this fund: we hope soon to see it exceed the sum written off in reduction of capital in 1905. Stock of cotton carried is less by £15,000 than at the end of the previous year, but that of yarn is no less than £15,000 more, and this, although all our production is sold for another two months, at present we have only

2,000 bales yarn in stock not paid for, which, considering the state of the market, is not unsatisfactory. Russo-Chinese Bank.—Our indebtedness to the Bank on September 30th was £13,000 more than a year ago: this is of course accounted for by heavy stock of yarn. It is to be noted that we have two accounts with the Bank—a fixed loan of £15,000,000 and a current account with a credit balance on September 30th of £15,556.09. Dividend.—Our Liquid Assets (Stocks and D Trust Fund), less Debentures to be paid off—sundry creditors and amount due Russo-Chinese Bank, leaves a credit balance of £15,699.75. The dividend proposed will absorb £15,304, so that we have practically no working capital except borrowed money and while this is a great improvement on last year it still leaves much to be desired and shows the necessity of building up our reserve fund. Debentures stand at £15,107,000 or deducting Trust Fund of £15,379.91, at £15,620.09; the corresponding figures for 1905 were £15,134,000 less £15,379.91, a balance of £15,964.09; the figures for this year showing a decrease of £15,347.99. As you will no doubt have observed from the report, your Directors propose to pay off the remainder on March 30th next; it only requires some £11,000 more than the Trustees will have in hand to effect this desirable consummation. M.L.—Work has been carried on steadily during the year, and your Directors are pleased to record their satisfaction at the way in which the foreign Staff have carried out their duties—not omitting our able secretary, Mr. Willeumier; the quality of our yarn has been well maintained and production increased.

With others, the following resolutions were carried unanimously:

Proposed by the Chairman, seconded by Mr. Seaman: That the report and accounts for the year ending September 30th, 1906 as presented be accepted and passed.

Proposed by the Chairman, seconded by Mr. Iburg: That a dividend at the rate of 8 per cent, or £15.6 per share, for the year ending September 30th, 1906, be paid to shareholders.

#### CORRESPONDENCE.

TO THE EDITOR OF THE "DAILY PRESS."

##### POSTAGE AT HONGKONG AND SINGAPORE.

Hongkong, November 22nd.

Sir,—According to the latest shipping returns, Hongkong stands as the first shipping port in the world; but, in matters postal, it is a long way behind.

At Singapore, for instance, the rate of postage on printed papers of all kinds to any place (*vide* Straits Postal Guide) is one cent for two ounces, while in this place we have to pay two cents to mail each circular of less than two ounces to the South British port. Are we in a sleeping Colony?

Manila is supposed to be one of the dearest places to live in, in East Asia, but there the Bureau of Posts can manage at foreign postage rates to forward prints at 1 peso cent (about .089 Hongkong cent for 2 ounces to Great Britain, Natal, the West Indies, &c., and in this go-ahead place, we are taxed 2 cents for storekeeper's circular to, say, Borneo, the nearest British Possession. Yours, &c.,

TRADER

##### INDIANS WARNED OFF VANCOUVER.

A telegram from the Secretary of State, London, to the Governor, Hongkong, dated November 15th says:—The Governor-General of Canada requests me to send you the following message:—

"Some 2,000 people from Northern India have arrived at Vancouver during the past season who doubtless came under misrepresentation, as they are not suitable for the climate and there is not sufficient field for their employment. Many of them are in danger of becoming a public charge and thus subject to deportation under the law of Canada. Please give public notification and information to this effect to deter further movement. The India Office has been informed."



## CANTON.

(FROM OUR CORRESPONDENT).

Nov. 20th.

## ARMED FOREIGNERS AND CHINESE MOB.

"It is reported that about 1 p.m. yesterday, while the Captain of one of the I. M. Customs cruisers was passing through the Po Shui Street, Honam, he took from a shop a little pet dog in spite of the protests of the owner, who said he would not part with it at any price. The foks followed the Captain and a threatening mob soon gathered around. The Captain sought shelter in Mr. Johnson's house. Meanwhile, a demonstration was made by the crowd, which numbered over 1,000 men and open threats made that the house would be set on fire and the foreign devils in the neighbourhood would be killed if the dog was not returned. All the foreigners turned out and kept the mob at bay with rifles and revolvers. The situation was becoming very serious as the first shot fired would have started a general riot. Fortunately for all concerned, police aid came in time, 100 men arriving on the scene armed to the teeth and dispersing the crowd. It is said that the Kaifong and the police have sent a report on the matter to the Viceroy.

## OFFICIAL CHANGES.

The local authorities received an Imperial Edict that the Tartar General Shau and the two Lieutenant Generals Hing Cheun and Chun Ling have all been requested to return to Peking to take up official positions there. Tartar General Sing Fan has been ordered to proceed to Kwangtung to relieve Shau.

## MACAO.

(FROM OUR CORRESPONDENT.)

November 19th.

## LEAL SENADO ELECTION.

The election for the Leal Senado took place yesterday and was rather exciting. Altogether 205 votes were placed in the urn, and the following gentlemen were elected to serve:—Dr. F. X. Pereira, 192 votes; Mr. A. A. de Mello, 185 votes; Conde de Senna Fernandes, 175 votes; Mr. F. F. Leitaõ, 167 votes; Mr. F. F. Maher, 165 votes; Mr. F. X. dos Remedios 159 votes.

## GONSALVES V. MORGADO.

This assault case was tried on the 14th inst. before the Chief Justice. The Court was crowded by all the inmates and boys of the St. Joseph's College to hear the result. Mr. Basto was the counsel for the plaintiff while the defendant had the advice of the Attorney-General and Senhor Gravicho. After evidence Senhor Morgado was convicted and sentenced to five days' imprisonment, with the option of paying a fine of 200 Reis per day, Reis 1000 or say \$1.85.

## ELECTRIC LIGHTING AGAIN.

Apropos of street lighting I hear that very soon we will have the third attempt made to light our streets by electricity. I hope that the Company will be successful this time.

## TYPHOON COMMITTEE.

## STATEMENT TO DATE.

At a Meeting of the Committee of the Typhoon Relief Fund held at the office of the Chairman, Sir Paul Chater, on the 20th instant, the following statement was submitted by the Sub-Committee:—

Payments already made to owners of 820 boats \$103,715.00; to destitute widows and orphans \$1,107.00. Grants agreed to but not yet paid to owners of 163 boats \$16,783.00;

In addition to the above the sum of \$15,665 has been spent by the Tung Wa Hospital and in relief to Europeans.

Applications for relief have been put forward by fishing boat and junk owners amounting in all to some \$33,000. It has been decided that small fishing boats will be granted assistance from the fund calculated at \$10,000.00.

An additional amount of \$90,000.00 has been asked for by fishing junks and this matter is now under consideration by the Committee.

## THE GERMAN AND JAPANESE AFFRAY AT SHANGHAI.

"THESE DOGS HAVE KNIVES."

The *N.-C. Daily News* was supplied with the following details of the trial of certain German sailors concerned in the Hongkew affray of October 13th.

"The following are the facts which the [German Naval] Court considered proved by the evidence given by the different witnesses: On the evening of October 13th, 1906, the two prisoners named Maue and Frischke, together with three other sailors from S.M.S. *Illis*, named Heppner, Schmidt and Oehlmann, went to the restaurant of the Japanese Yamamura at the corner of Scott and Fearon Roads. There they consumed five dishes of eggs, 10 small bottles of beer and a dozen of cigars. When they were going to pay, Yamamura asked for payment of 15 bottles, the whole amounting to \$6.50. The sailors, who had taken only 10 bottles and did not want to be cheated, got angry and said they would not pay anything. Four of them left the restaurant, but the fifth, Maue, was retained by force by three Japanese, Yamamura, Noguchi and Matsuo, these latter being assistants of Yamamura, who gripped Maue's arm. One of the Japanese jumped on the sailor's back and seized him by the throat. When his comrades heard the noise in the room they went to his assistance and freed him. Thereupon the Japanese rushed after the sailors; Matsuo tried to snatch Frischke's cap from him and Noguchi tried the same on Maue. Frischke struck Matsuo with his fist and succeeded in getting back his cap. In the meantime Maue struggled with Noguchi for the cap, which the latter pressed hard on the ground with his hand. Maue, while thus engaged, was suddenly attacked by Yamamura from behind, who gripped his feet and stabbed him with a long pointed kitchen knife (hotcho) into the right calf. Maue, who had succeeded in getting back his cap, bent down, seized with his left hand Yamamura's right hand, forced him down and pulled out of his right trousers' pocket a knife, with which he twice stabbed Yamamura who all the time vehemently tried to attack him from below. Frischke, who in the meantime had got rid of Matsuo, heard Maue shout "Au!" and "These dogs have knives" and rushed against the crowd surrounding Maue in order to assist him. But suddenly Noguchi seized his feet from behind and tried to throw him down. Frischke in order to keep off his assailant struck Noguchi with a table knife which he had taken with him from the restaurant to be prepared for eventualities and inflicted upon him five wounds, none of which was serious. The Japanese then left the sailors a moment alone and the prisoners taking advantage of this opportunity ran away. Already in the beginning of the fight witness Heppner had been stabbed in the right arm by a Japanese and had run away in order to have the wound dressed. He was followed by Schmidt and Oehlmann. Close behind Maue and Frischke a Japanese, apparently Noguchi, was pushed aside by Maue. Yamamura died the following day from the wounds he received. Noguchi died two days later from dysentery; the doctor who had attended him stated that his organism was too much weakened by the loss of blood to be able to withstand the supervening illness. The evidence given by the Japanese witness Matsuo differed from the above in essential particulars. According to him the sailors immediately, when being asked for payment, assaulted Yamamura, Maue having first stabbed the latter and then wounded Noguchi. Thereupon the sailors dragged Yamamura into the street and further ill-treated him, Maue wounding also Matsuo. No Japanese had used a knife; all of them, being terribly frightened only tried to escape. The Court did not believe this statement as Matsuo continually contradicted himself. In the preliminary examination he had said the stabbing had taken place within the house; at the trial he maintained that it occurred outside. In particular he formerly stated having received his wound in the restaurant, whereas he now deposed that it had been inflicted on him in the street. It was clearly proved by the wounds received by the sailors that, contrary to his

statement, the Japanese had made use of knives. This was borne out by the evidence of fireman Farrel of U. S. S. *Galveston*, who immediately after the occurrence had seen Matsuo close to the wounded Noguchi, holding a long knife in his hand.

The Court considering the agreement between the statements made by the prisoners with the evidence on oath of their three comrades and with the result of the investigations carried out independently by witness Guenther came to the conclusion that the Japanese were the first who took to knives, and that therefore the prisoners acted in self-defence. It was admitted by the Court that they exceeded the exact measure of self-defence necessary to ward off the unlawful attack of the Japanese; but it was counted in their favour that the two prisoners who alone remained after their comrades had gone had to deal with a superior number of Japanese and acted therefore in a state of high consternation and excitement. According to the German Penal Code an excess of self-defence committed under such circumstances is not punishable. The prisoners were therefore discharged.

## MINING RIGHTS IN SHANSI.

## MORE "SWARMERY."

Letters from Shansi of date, October 30th, indicate that there has been a time of considerable excitement in the provincial capital. For some time there has been great dissatisfaction with the Government for having granted mining rights in the province of Shansi to the Peking Syndicate. An impression has gone abroad that a monopoly of mining rights in the province has been given to this company and that even natives will not be permitted to work their own coal mines, but must perforce yield their property to the foreign speculator.

In the early part of this year the students from this province now studying in Japan appointed one of their number to return to China and attempt to influence their home Government against granting the rights sought for by the Syndicate. On the eve of his departure from Japan the young man delegated to this work learned by a telegram from Peking that the Foreign Office had already conceded the rights asked for by the foreign firm. In despair of accomplishing the task assigned him the student, after the manner of Chen Tien-hwa who drowned himself as a protest against the Japanese proposed restrictions on Chinese students residing in Japan, cast himself into the sea.

News of this event having been received in Taiyuanfu the students in the city, to the number of 2,000, gathered in mass meetings and for three days discussed ways and means of carrying to a successful issue the protest to emphasize which one of their number had just given his life.

A great funeral ceremony was held in memory of the aforesaid student, and his action was so lauded as a glorious example, that it seemed at one time as if the whole 2,000 might at one fell stroke commit suicide.

The first proposal made at the mass meeting was that they should declare their opposition to the Government even to the extent of rebellion and civil war. This was, however, shelved as being impracticable.

The second proposal was that all should abandon their studies and return to their homes in the various prefectures throughout the province, and there organize public meetings to arouse popular antagonism against the Government for weakly granting a concession to the Syndicate; also to collect subscriptions and buy back the land already purchased by the company.

The Governor visited the various colleges and urged the students to return to their studies. The principal of the Government University expostulated with the students of that institution and pointed out that as they had no exact knowledge as to what were the terms of the concession granted to the foreign Syndicate by the Government, they ought not to act hastily and risk bringing calamity on themselves and their provinces. In the end wiser counsels prevailed.

Work in the different colleges is now going on as usual, but there is a good deal of suppressed excitement in the atmosphere.



The influence of many of the students who have been to Japan on their compatriots, is so pernicious that the Governor has now decided to send a large number of the students to Western countries instead of to Japan.—*N.-C. Daily News.*

### EUROPEAN DEALERS AND CHINESE TASTE.

We think it kindness to draw the attention of some of the European business men here, to the fact that they seem ignorant of the proper use and meaning of colours amongst Chinese. If one sends his servant out for a tin of the best European made biscuits, he will bring back a tin intended for the Chinese market wrapped up in paper resembling Chinese mourning paper, with a little blue and white funeral card mounted on it giving the name of the makers and information about the contents in Chinese characters. That little card is no doubt meant to attract Chinese custom, but if that is the object it would be better if the card were left out altogether. From the point of view of an Englishman who is ignorant of Chinese manners and customs, a little blue and white card seems just the right thing, and a long red one with black or gold characters on it might seem loud and unsightly. It must not be forgotten, however, that a Chinaman feels "Alles same white man." Suppose that a Chinese firm got up its preserves for the European market in black and white wrappers with a dainty little mourning card as a label, setting out the name of the firm and the quality of its goods, would that enhance the sale of such goods among European? We trow not. Imagine tinned meats got up to appear dressed for a funeral. Would they not rather repel than attract the European? We fancy they would do more permanent harm to a firm of packers than an American meat scandal which, after all, lasts but for a season. If a Chinaman is not likely to succeed in drawing European custom by offending European good taste, does the latter expect to attract Chinese custom if he adopts like tactics toward the Chinaman? If business is done with Chinese, in the biscuits above referred to, it is because the goods are so good that the manufacturers and their agents get on to a certain extent in spite of their ignorance. Ask any Chinese who does not speak English and he will tell you what colours to use to win Chinese custom. If he designs a label the size, shape and colour of which displeases an European, you can be sure it is the right thing for the Chinese market. The tin of biscuits is not the only instance of its kind. A short time ago we noticed that a local Company had quite a large number of boards painted with Chinese characters, giving particulars of the Company and of what they manufactured. The combination was red letters on a blue surface which must have been purely the idea of an European. Go all over Singapore and you will see hundreds of Chinese signboards and placards, but you will not come across a single instance of such a vile combination of colours from a Chinese point of view. Then again an Anglo-Chinese calendar issued about the beginning of this year had the first leaf for the Chinese New Year green instead of red. This is of course not a very serious offence against good taste, but still it shows ignorance on the part of those who get such things up. Lastly, look at some coloured advertisements of European or American articles intended to attract Chinese custom, and see how often blue and white are introduced. Red may be a danger signal to Europeans, something to avoid, but with Chinese it is like a bright light to moths, it has a wonderful fascination for them, therefore use it to attract them.—*Strait Chinese Magazine.*

The result of the issue of the 6 per cent debentures of the Kawasaki Dockyard Company, Kobe, to the amount of Y4,000,000, the subscriptions to which were closed on the 7th instant, has proved completely successful, the amount subscribed exceeding Y9,000,000. The applications offered at above issue price reached over Y4,000,000, so that offers at par have no prospect of receiving any allotment. The highest price offered was Y100.10 for Y100 face value.

### INTERESTING HORSE CASE AT SHANGHAI.

SHREWD BLOW AT PERNICIOUS PRACTICE OF "SHOEHORNING."

At M. Supreme Court, Shanghai, on November 16th, before F. S. A. Bourne, Esq., Assistant Judge, the Shanghai Horse Bazaar sued T. H. Harris for Tls. 51.80, balance due by defendant on a horse sold to him at auction by the plaintiffs.

Mr. Macleod appeared for the plaintiffs; defendant was represented by Mr. Home.

Mr. Home submitted that the owner of the horse and not the plaintiffs should sue.

His Lordship suggested that the point should be reserved until a later stage. If it appeared necessary that the owner should be called he would certainly adjourn for that purpose.

Mr. Macleod said it was simply a question of whether the horse was sold and at what price. He did not think the defendant would deny that the horse was sold to him for Tls. 105, and afterwards re-sold by the Horse Bazaar on his behalf for Tls. 53.20.

Mr. Home admitted the purchase of the horse for Tls. 105 and that his client had instructed the plaintiffs to re-sell it; he did not know for what price. The second purchaser repudiated the purchase on the ground that the horse had farcy.

Mr. Macleod admitted that the animal had farcy.

Mr. Home said his client then repudiated the purchase on the same grounds. Plaintiffs declined to accept this repudiation, and now brought this action against him. He repudiated the purchase on the ground that the animal had farcy and that he was, therefore, not bound to take it.

Mr. Macleod said he did not admit that the animal was suffering from farcy when the defendant purchased it. He was not prepared to prove it had not got farcy, but it was for the defendant to prove that it had, and that if it had he was justified in repudiating the purchase. No one knew whether the horse had farcy before the first purchase because it was not examined.

Mr. Home admitted that it was a matter of presumption whether the horse had farcy. In the correspondence which had taken place since the sale the plaintiffs did not attempt to deny that the animal had farcy when the defendant bought it.

His Lordship suggested that the best course to follow would be to prove the date of the two sales.

Thomas Henry Harris, sworn, said that on July 25th last he bid for a horse at an auction at the Horse Bazaar. The first bidder was Mr. George Dallas with Tls. 100. Witness knew that Mr. Dallas was a well-known dealer and thought that if the animal were worth Tls. 100 to Mr. Dallas it would be worth Tls. 105 to him, and bid that amount. The horse was knocked down to witness. He did not then know to whom the horse belonged, but about a week after he had re-sold it he was told by Mr. Jackson over the telephone that Mr. George Dallas was the original owner.

His Lordship—Then that settles the case. Unless there is some understanding that the owner is entitled to bid that settles the case. It is a well known principle that if there is an auction and I send something to be sold, and I go round and bid for it and run it up, the man who buys it is not bound by his offer. It seems to me that this finishes the case. I do not want to hear anything more unless Mr. Macleod can show me that this sale took place subject to the special condition that the owner could bid. If the man who owns a certain article, bids for it without the knowledge of the person who buys it, he has done something that is fraud against the purchaser, unless it is shown that he reserves the right to bid.

Mr. Macleod said this was the first he had heard of it. He could not show there was any condition of this kind, and he could only ask for costs on the ground that this was the first time the question had been raised.

His Lordship said that it was only now a question as to the form of the order.

Mr. Macleod submitted that, had this been raised before, it would have been perfectly clear that the sale could not be gone on with, as with-

out notice it was fraudulent for a seller to bid. The point had never been raised in the correspondence, and this was the first he had heard of it.

His Lordship—Defendant did not raise the point; I raised it.

Mr. Home said it was not the point which the defence really relied upon.

His Lordship—Judgment for the defendant with costs. The Horse Bazaar must have known, and should have told its counsel, that the seller of the horse was Mr. George Dallas. That being so the plaintiffs must have known that they had no right of action. Even if Mr. Home had been informed of the matter by his client I do not think that would entitle the Horse Bazaar to costs.

On the application of Mr. Home his Lordship fixed costs at \$25.

### THE SUGAR INDUSTRY IN FORMOSA.

EXCELLENT PROSPECTS.

In reference to the sugar industry in Formosa, the *Osaka Mainichi* has an interesting article. Our contemporary observes that there are at present three sugar refining companies in Japan—the Tokyo and Osaka Sugar Refining companies, which have recently been incorporated, and the Daiichi Sugar Refining Mill. In addition to these, two new companies are being formed in Yokohama and Nagoya, and the incorporated company is taking steps for the establishment of a branch mill in Nagoya, so that the sugar industry is steadily increasing. All these companies have to look to Java for crude sugar. In view of this fact, the Government and the Formosan authorities have been putting forward efforts for the encouragement of the sugar industry in Formosa, but with little result, as the quality of crude sugar produced in Formosa has been found to be inferior in quality.

Lately sugar cane has been imported from Java and replanted in Formosa with very satisfactory results, crude sugar in no way inferior to that produced in Java being obtained. This has encouraged the formation of many companies in Formosa for the production of crude sugar, with a view to supplying the increasing demand in Japan, to checking the importation of crude sugar, and also to developing the resources in the new territory. The formation of such companies in Formosa is carried out under advantageous circumstances, as substantial subsidies are granted to the industry by the Formosa Government in accordance with the Sugar Industry Encouragement Regulations, in addition to a certain immunity in respect of the tax on sugar. This has led the Formosan Sugar Company to increase its capital from Y1,000,000 to Y5,000,000 and also the formation of the Oriental Sugar Manufacturing Company, the shares of which are on the market, and of a company projected by Messrs. Asada and Ogawa, while the incorporated sugar refining companies of Osaka and Tokyo, and the Daiichi Sugar Refining Mill, have been encouraged to establish branch mills in Formosa. These new companies and mills will not only undertake to reclaim waste land and cultivate the sugar cane themselves, but intend to buy up small sugar mills at present carried on by Chinese or foreigners with small capital of Y50,000 to Y300,000. Each of the new companies' mills anticipated the production of 120,000 to 130,000 casks of crude sugar annually.

Crude sugar at present consumed by the Tokyo and Osaka Sugar Refining Companies and the Daiichi Sugar Refining Mill, amounts to about 250,000 piculs a month, and when the material required by the new companies now being formed in Nagoya and Yokohama is added, the total will be at least 260,000 piculs. Under these circumstances, even if all the new companies and mills projected in Formosa are put into full operation, they will scarcely be able to meet the demand for crude sugar in Japan.

In conclusion the *Osaka journal* remarks that while it is maintained in Japan that too many sugar-refining companies are cropping up in Formosa their number is, as a matter of fact, too few, and it is urged that when experiments prove conclusively that crude sugar of good quality can be produced, the cultivation of the sugar cane must be encouraged and extended to the utmost.



## INTERESTING CHINESE DECREES.

The *N.-C. Daily News* translates as follows an interesting Imperial Decree dated November 3rd:—

Yang Shih-hsing, Governor of Shantung province, reports the calm state during the Autumn of the Yellow River, as affecting the province of Shantung, through which it runs, due for the most part to the diligence, care and energy of the officials connected with the Yellow River Conservancy Department of his province. We understand that during the preceeding Summer months this year the freshets coming down that river were especially violent and that, in consequence, the embankments, etc., for the protection of the low lands lying on either side were threatened at times with imminent danger of being overwhelmed. Owing, however, to the protection extended by the gods the efforts of the officials of the said Conservancy Department were most successful in preventing any catastrophes or breaching of the said embankments, thereby preserving peace and contentment to the people in the districts drained by the said river, especially at this season of the first "Falling of the Frost." In token of our gratitude to the Dragon River gods for their protection of our people we hereby command the Imperial Household Department to prepare ten great sticks of Tibetan incense, and the Imperial College of Inscriptions to write a special Tablet to be sent to the said Governor Yang Shih-hsing, to be reverently presented on our behalf to the said river gods. The said Governor is commanded to burn the said great stick of Tibetan incense before the altar of the Temple of the Great King (meaning the Temple of the Dragon River gods—*Translator*) and to hang the said Tablet in the Great Hall of the said Temple as a mark of the Imperial appreciation and gratitude. As for the officials concerned who distinguished themselves in their duties during the year in connection with the conservancy of the said Yellow River, we hereby command that the brevet red button of the second grade be bestowed upon the following Taotais:—Hu Ting-ch'u (of the Yun Yi-Ts'ao-Chi Intendancy), Ho Shu-yao, Lien K'uei, Hsi Shu and Chen Shu-tung. The following expectant prefects are granted the rank of Taotai, viz:—Hsieh Chung-yao and Pao Kuo-chen; and the sub-prefect, Kung Chih-pin, is promoted a full prefect. (Then follows a list of a number of expectant department and district magistrates who are each promoted a step in rank). In token of the Imperial appreciation of their individual exertions in this important work. Finally, in response to a Postscript Memorial of the same Governor, we hereby command that the Imperial commendation be transmitted to the following officials for the assistance given by them to the said Conservation Department.—Hsu Shu-kuang, Taotai of the Ch.-Tung-T'ai-Wu-Lin Intendancy of Shantung; Ting Ta-Ching, unattached expectant Taotai of Chihli province, and Ho Kuo-shih, expectant Taotai of Shantung, province.

Note:—It should also be noted that, while the Throne is thus lavish with its rewards to those who successfully preserved the Yellow River banks from being breached by the freshets, a catastrophe occurring would be visited with a wholesale cashing of the officials concerned—*Translator*.

## CORRUPT OFFICIALS WARNED.

The following was promulgated at Peking on Nov. 6th:—

We have received the report of the Prince and high ministers of the Royal Commission with reference to the proposed reform of the official system amongst the various Boards in Peking and we have accordingly issued an Imperial Rescript thereanent commanding their recommendations to be put into force. By command of the Empress-Dowager the said Royal Commission is to begin at once its labours with regard to the reform of the official system in the provinces and to report to us the result. We feel that the present unsatisfactory condition of affairs in the Empire is due to the fact that the relations between officials and the masses have never received the attention their importance require. Now department and district magistrates (Chou-hsien) are intimately connected with the masses and their close

relationship should make the former acquainted with the needs of the latter. Instead of this, however, officials and people are separated by the employment of forms and ceremonies so that matters are neglected. These officials do not pay attention to the welfare or troubles of those under them and often to such an extent that relatives and secretaries are permitted to browbeat and oppress the masses while the gatekeepers and runners of the yamens prey upon and devour the substance of the people. Under such circumstances can anyone expect these local governments to flourish? How can the spirits of the people, moreover, be elevated under such a state of affairs? Dwelling upon this point makes us feel indignant indeed. Now that the Royal Commission is working on the reform of the official system in the provinces the question of how to deal with these department and district magistrates becomes one of the greatest importance. Moreover owing to our subjects being not yet educated up to the required point, local self-government for them becomes premature and a difficult matter to put into force at once. It is, therefore, requisite for the nonce to consult together as to the course of action to be pursued in this matter to prepare for the new order of things or to decide as to the question of reducing the number of petty officials and to limit the power of each one so as to keep a strict watch over their condition and thereby prevent dishonesty and oppression. The main object is how to bring officials and people into close and more intimate relations than heretofore. Let the Royal Commission therefore communicate with the various Viceroys and Governors of provinces to come to a determination on this matter which shall be substantial, lasting and beneficial and then obey our Decree thereanent. The Throne creates officials with the sole object of enriching our people; to make them happy and contented with their several lots and avocations. Our sole wish is to see our subjects live in harmony and to secure them this peace and harmony.

## BROKER AND LAWYER.

## JUDGMENT IN THE SHANGHAI SHARE CASE.

At H. M. Supreme Court, Shanghai, November 14th, before Sir Haviland de Saurmarez, Judge, the case of Benjamin and Potts v. Duncan McNeill was concluded.

His Lordship delivered judgment as follows: The decision in this case appears to me to depend on a right understanding of the contract. The vendor by his agent, the defendant, instructed the plaintiffs to sell 100 shares in the Shell Transport Company. This was done, and on payment the defendant delivered to the plaintiffs a share certificate with a blank transfer attached. This was handed on, and in due time reached one Stahlberg who applied for registration and was refused. None of those, and there were many, through whose hands the papers passed suggested that they were inadequate. From Mr. Clarke's evidence the defendant delivered all he contracted to deliver, and all the plaintiffs expected to get. It seems to me as between the parties the matter ends there, unless there was a loss to the plaintiffs which the defendant ought to indemnify them against. The plaintiffs sold to one Elias as broker. I do not know for whom he bought, but it was not Stahlberg. However, when Stahlberg could not get registration, Elias elected to refund him the amount paid for the shares, and then bounced the plaintiffs out of the money, saying that the papers had been returned to him, as Stahlberg could not get registration.

Now a blank transfer such as this is not a deed, but it is evidence of a contract to sell, which is enforceable. The sale in this case was, so far as the evidence goes, complete. That is all the defendant contracted to do. There is no warranty on the part of the transferor or of any other person through whose hands the transfer passes that the Company will register, as is clear from the case of London Founders Association v. Clarke, XX. Q. B. D., 576. Therefore if Elias paid Stahlberg that is his own look out, and it cannot give him any right of action against the plaintiffs or the defendant. The plaintiffs seem to have sued the wrong person.

\* Judgment for defendant with costs.

## CHINESE RAILWAY LOANS.

## KOWLOON-CANTON RAILWAY.

The following is a translation from the *Universal Gazette*:—The terms of the loan for the proposed Kowloon-Canton (Chiu-Kiang) Railway may broadly speaking, be said to have been arranged, and the agreement for the same may therefore be signed within a few days. The following is an extract of the more important points of the Agreement:—

- (1) The loan to be £1,500,000 guaranteed by a mortgage of the Kowloon-Canton Railway.
- (2) £94 to be paid for every £100.
- (3) Interest on sum to be at the rate of 5 per cent per annum, same to commence on date of issue of the Bonds.
- (4) A single track to be first constructed, but the road bed to be widened so as to be prepared for the construction of a double track.
- (5) Work on the road to be started within eight months failing which the Agreement will be annulled.
- (6) The Head Office of the proposed Railway to be in Canton. The Viceroy of Kuangtung and Kuangsi to appoint a Director who shall be assisted by a British Engineer-in-Chief and a British Manager.
- (7) The staff of the Company to receive £35,000 as remuneration during the time agreed upon for the construction of the Railway. The said sum being the commission for the purchase of materials.
- (8) The sum of £1,000 to be paid the Company each year; payment of which will cease upon repayment of the whole loan.
- (9) The loan is to be for fifty years. Interest only on sum to be paid for the space of twelve years and a half, after which both principal and interest to be paid in instalments.
- (10) The Viceroy of the Two Kuang provinces will arrange separate terms with regard to the joining together of the Canton line to that of the Kowloon line.

## THE CHEKIANG RAILWAY.

We are informed that Mr. Cheng Jenteh, an engineer of the Chekiang Railway, has been sent to survey a proposed line between Hangchow and Chiatsing (coll: Kashing) accompanied by a staff of some twenty assistants, and on the 14th inst. had got as far as the market town of Lingpingchen. The work on the short line between Chiangan (Taientang River) and Kungchen Bridge (the new foreign settlement at Hangchow) is in charge of the Engineer-in-chief of the Company, Mr. Chang K'eh-ming.

## ANOTHER LOAN FOR THE HU-NING RAILWAY.

The "Shenpao" states that the sanction of the Throne has been obtained by the Ministries of Finance, Posts and Communications, and Agriculture, Works and Commerce, which presented a joint memorial recently on the subject of floating another Loan of £850,000 for the Hu-ning Railway.—*N.-C. Daily News*.

## NEW TREATY OF COMMERCE.

## AGREEMENT BETWEEN JAPAN AND CHILE.

A treaty of Commerce and Navigation between Japan and Chile, was to be published in the Japanese *Official Gazette* on Nov. 6th. The treaty consists of fifteen articles, and its provisions are in substance identical with the similar treaties with other Powers. It is, however, accompanied by a supplement, which provides that all the immunities and privileges granted or to be granted exclusively to the Republics of Latin race in South and North America shall be withheld against the Japanese and Japan retains the same authority to withhold such immunities and privileges granted or to be granted exclusively to the independent countries in Asia.

This treaty was signed in 1897, and was to be ratified in Japan immediately, but in Chile its ratification was delayed by the Parliament on account of the uncertainty of the commercial policy of the Government.

A Japanese Legation and Consulate will be established in Chile, which course will be also taken by Chile in this country.

The conclusion of this treaty, it is expected, will lead to great developments in Japanese emigration and the import of saltpetre from Chile and trade between the two countries will be further encouraged by the opening of the Toyo Kisen Kaisha service.



## A SUCCESSFUL JAPANESE SPECULATOR.

### THREE MILLIONS FROM ALMOST NOTHING.

Tokyo rings with the talk of a remarkably successful speculator in shares who has made a clear profit of three million yen in the course of the last year or two. Mr. Suzuki, a young man of scarcely 30 years of age, is comparatively a novice in speculation, but there seems in his destiny something irresistibly bold, tempered by good sound judgment, which has made him the hero of the day in speculating circles. In an interview with a representative of the *Jiji Shinpo*, Mr. Suzuki remarked:—

“Before the outbreak of the late war I had been living at an obscure house earning a monthly salary of Y. 100 or thereabouts. Of course I had no large amount of money at my command. Just prior to the war I happened to make a gain of a few hundred yen by buying shares of Kanegafuchi cottons. The outbreak of hostilities brought in its train a violent fall in shares and everybody seemed to be selling out. The naval successes at Chemulpo and Port Arthur brought about no material change for the better in the share market. Amidst this unsettled and panicky state of affairs I stuck to buying all the time. Amongst the shares that I bought most were Kanegafuchi cottons, Tokyo sugars, Toyo Exchanges, Tokyo gas, Tokyo electric lights, and Nippon Yusen Kaisha. Especially did I feel convinced of the promising nature of Tokyo sugar shares, which I had bought up at every possible opportunity. The result has been that they have returned to me a profit of at least one million yen.

“As I had expected, the tone of the market began to revive towards the close of last year and, with the passing over of the storm caused by the railway nationalisation scheme, a great rise in shares has been brought about. I was persuaded that in the near future a rise would be seen in the Tokyo Street Railway shares, and I therefore began buying them up, beginning last year when there were practically no buyers. In August last I bought at a single meeting 12,000 shares of the company, forward delivery, at Y72.50 and this at one bidding. Such a thing is almost unprecedented in the annals of the Japanese Exchanges. Although the Street Railway shares were not very popular I was convinced that with the return of prosperity in business circles the shares would rise.

“Well, I have cleared a million yen in Tokyo sugar, about the same amount in Tokyo Exchange shares, Y600,000 in Street Railway shares, about Y500,000 in other electric railways, Hoden petroleum, Tokyo gas, and Japan railways, Y600,000 in Kanegafuchi cottons, and about Y300,000 in sundry shares, making a total profit of something like four millions, of which about one million goes to my brother. If I had not erred in my judgment as to the issue of the peace negotiations I could have made a few millions more. . . . No, I do not intend to continue in my speculation in shares any longer, but I propose to engage in foreign trade and the introduction of foreign capital.”

## LUGGAGE INSPECTION AT SHANGHAI.

The long-expected has happened and the privilege passengers landing at Shanghai have hitherto enjoyed of escaping the delay and unpleasantness of inspection of their personal luggage for customs purposes has been abruptly withdrawn. The first victims of the new order were the arrivals by the R. M. S. *Empress of Japan* and they suffered all the additional harshness and discomfort which falls to those upon whom an experiment is being tried. When the new and covered pontoon in front of the Custom House was constructed last year the understanding was that an arrangement would be made to land passengers from all the ocean-going steamers there, and that in the building on the Bund proper facilities would be found for such Custom inspection of luggage as is usual. Arrangements, however, to that effect have not been concluded and passengers by the *Empress* were landed at the P. & O. jetty. No steps had been taken to enable the luggage inspection to be made either with

dispatch or discretion and had it rained the confusion and distress among the passengers must have been terrible. If, as we suppose, the new rule is to be strictly applied, it is indispensable that passengers shall be spared all the inconvenience and annoyance possible. “Passing the customs” is an ordeal at the best of times, even to those most innocent of any desire to defraud the revenue; decency requires it shall be lightened as much as possible.

## CHINESE RETROGRESSION.

It is stated in the *Nanfengpao* that “the Throne has approved the recommendation of the Board of Education to order all the successful candidates (Chinshihs as well as Chujens) at the recent metropolitan examination to pursue a three years' course of Chinese literature at the College for Chinshihs, Peking.” If the report is true, as it appears likely to be, China has shown once again her capacity for disappointing her best friends, by negating a recent progressive action. Much importance has been attached to the examination in Peking of those students who have been educated in foreign knowledge and the conferring upon them of degrees which were expected to qualify them for official life. Most of these students have already, in addition to their foreign acquirements, some knowledge of the Chinese classics, and it was distinctly understood that their scientific training was to be made available for government service at once. Ancient prejudice, however, has again won the day and the three years' probationary literary course, which is now made essential, not only imposes an aggravating delay, but makes it evident that the Chinese Government service is still to be recruited on the old basis. It will discourage students from taking the foreign courses and tend to make them lose half the benefit of such courses, even if they take them.—*N. C. Daily News*.

## REVIEW.

*The Companies Ordinance of Hongkong, being No. 1 of 1865, with introduction, notes, and an index, arranged by J. W. Lee-Jones, Barrister-at-law. Hongkong: Kelly & Walsh, Ltd., 1907.*

We welcome this new edition of the Deputy Registrar's useful work, strongly and sensibly yet not unattractively bound by the publishers. As it is in several ways a decided improvement. Chief, perhaps, is the excellent index, exhaustively arranged so that heads, sub-heads and cross-heads appear at a glance, and so that reference is greatly facilitated by sectional numbers. The reader no longer has to waste time hunting through a whole page for the section he requires. The type is agreeably varied and all of a bold face. The introduction is quite sufficient to show that the compilation appeals to many others than lawyers. It is the Company secretary's *modus vivendi*, and the shareholder's adviser. For instance, there must be many interested in companies who need to be reminded that the list of their fellow shareholders is open to them during office hours, and that a penalty attaches to any refusal to show them what they want to see. Instances are not unheard of of difficulties having been placed in the way of such. Recent prosecutions, also, need not have taken place, and the defence would certainly have been untenable, if all company officers had studied this work. There is no possible excuse for ignorance of local company law when such a work is available.

## DEPARTURE OF THE FLEET.

On November 24th the fleet steamed out of the harbour for a cruise through the Philippines, Java, and the Straits. The four vessels, *King Alfred*, *Diadem*, *Monmouth* and *Astraea*, are expected to remain at Manila for a few days, afterwards proceeding to Singapore where they are expected to arrive on December 5th. The vessels will separate and go on different cruises and will be joined at a meeting place by the *Alacrity*, *Clio* and *Kent*. Saigon will be visited on the homeward journey, and Hongkong should be reached on January 28th.

## MISCELLANEOUS.

Mr. Walter A. Fitton, the Manila share-broker, to whose breezy circulars we occasionally gave publicity, and who, we understand, is well known in Hongkong, died on November 17th at Baguio, Philippines.

A Chinese Imperial decree dated Nov. 14th says:—We hereby promote Chu Pao-kuei [better known in Shanghai as Taotai Chu Pao-fay, Manager-in-chief of the Shanghai Office of the Chinese Mercantile Telegraph Administration], Senior Councillor of the Waiwupu, to be Junior Deputy Vice President of the same Board. Yang Ch'u, retiring Minister to the Court of Tokyo, is appointed Junior Councillor of the said Waiwupu.

In Japan, since the conclusion of peace with Russia, 3,896 new companies have been promoted, prospectuses drafted, and their combined capital added to the fund for the extension of old companies exceeds Y700,000,000. The company flotation mania continued in September and October last, and the capital of the new companies proposed in these two months amounted to Y56,383,000 and Y92,754,000 respectively. The aggregate amounts of the proposed increase of capital of old companies during these months were Y8,342,000 and Y29,735,000 respectively, and these, added to the total up to August last, brings the grand total up to nearly Y900,000,000.

The news of the launch of the *Satsuma* was wired by our Tokyo correspondent on Nov. 15th. He described her as the largest battleship in the world. The dimensions of the new ship are as follows:—Displacement 19,200 Tons. Length 482 feet. Beam 83 feet. Speed 20 knots. Her armament consists of four 12-in., and ten 10-in guns besides secondary ordnance and five torpedo tubes. Only thirteen months have elapsed since the laying of her keel and despite the various inconveniences encountered all her ordnance and other principal machinery have been made in Japan. A telegram to the *N. C. Daily News* adds: Referring to the launch of the *Satsuma* the *Kokumin* exclaims “Behold; here is a battleship bigger than the *Dreadnought* designed and constructed exclusively by Japanese.” Other newspapers are similarly jubilant and claim that the *Satsuma* is the biggest and most powerful battleship not only in Japan but in the world.

Recently at Singapore, a youthful Chinese lad was charged with having kidnapped a prepossessing Malay girl named Esah. The story seems quite a romance, for though the boy is charged by the girl's mother, Esah's story is that she is sixteen years old and has known Kim Watt, the boy charged with kidnapping her, since her childhood and is very fond of him. As her mother ill-treated her and did not give her enough food, she asked her sweetheart Kim Watt to take her away and one night at the romantic hour of midnight they eloped to the boy's mother's house. Here they spent four days of bliss before the girl's mother tracked her daughter down and broke up the honeymoon. The young lover's story is similar to the girl's. He is seventeen years old and is a compositor in the *Straits Times* office. The police were evidently in sympathy with the lovers, and it is not expected that they will be separated.

A tragedy such as the one recently enacted in Peking when a foreigner was enticed at night into a side street within the Tartar City and murdered is happily of rare occurrence in China. From the few details that can be gathered the *N. C. Daily News* thinks that personal revenge must have constituted the sole motive, but unless the offer of a \$200 reward induces one of the participants in the crime to disclose the identity of the culprit, the matter must remain a subject for speculation. According to a northern contemporary the murdered man is the H. J. Pless who obtained such prominent notoriety in the Transvaal in his capacity of compound manager at one of the “Chinese” mines on the Rand. His handling of the coolies was the chief reason for his dismissal, and to avenge himself on his late employers he spread abroad in England tales of the brutal treatment of the Chinese, which, where true, were drawn from his own acts. The effect of these tales upon the British Electorate is now a matter of his tory. Before Pless could be brought to book, he had left the Transvaal to return to China.



Apricot .....	\$12½	to —
Borax .....	\$17	„ 10
Cassia .....	\$15	„ \$17½
Cloves .....	\$13	„ \$33
Camphor .....	\$160	„ 166
Cow Bezoar .....	\$120	„ \$140
Fennel Seed .....	\$5½	„ —
Galangal .....	\$3	„ 5
Grapes .....	\$19	„ —
Kismis .....	\$20	„ —
Olibanum .....	\$4	„ \$16
Oil Sandalwood .....	\$240	„ \$350
„ Rosa .....	\$50	„ \$140
„ Cassia .....	\$180	„ —
Raisins .....	\$10	„ —
Senna Leaves .....	\$5	„ 7
Sandalwood .....	\$18	„ 23
Saltpetre .....	\$10½	„ —



## MISCELLANEOUS EXPORT.

Messrs. Arnhold, Karberg & Co.'s Fortnightly Produce Circular dated Shanghai, 12th Nov., 1906, states:—Gallnuts.—There was a rather brisk demand for this article in the interval, and as the dealers reduced their prices again a little, a fair business has been done in both qualities. Cowhides.—Dealers continue to ask prohibitive prices for new season's cargo. Tobacco.—A fair business has been done. Prices unchanged. Feathers.—There are no white feathers in the market. Prices for other kinds are firm. Cotton.—Very little business doing and tendency weaker. Tallow.—Some forward contracts have been made in white vegetable, but buyers are unwilling to pay prices asked for green tallow. There is nothing doing in animal tallow; stocks are nil and prices for forward delivery too high to interest buyers. Strawbraid.—The demand for Split, Yangshen and Shingkee is again improving and there is a good enquiry for all mottled braids, especially for coarse square and Shansi. There are good supplies of Loyeh white, which is somewhat weaker. Goatskin Rugs.—Very little doing. Wool.—Sheep's.—A fair business is being done at a little under recent tael prices.

## SHARE REPORTS.

HONGKONG, 23rd November, 1906.—We have nothing of interest to report, the market remaining dull and without any special feature. A little business has been put through during the week, but it is still of a spasmodic and desultory character and without any continuity. Exchange on London closes at 2s 3½d. demand, and on Shanghai at Tls. 72½ T. T.

BANKS.—Hongkong and Shanghai have been placed during the week at \$810, and are steady at that rate. In the early part of the week the London rate fell to £93, but later it rose to £93 10, which is the latest quotation to hand. Nationals remain unchanged at \$47 buyers; and \$50 sellers, with no business to report.

MARINE INSURANCES.—Unions have declined to \$770 with out sales. A few North Chinas and Yangtszes are on offer at quotations, and China Traders are still wanted at \$95.

FIRE INSURANCES.—Hongkongs have changed hands at the improved rate of \$335, the market closing steady at that rate. Chinas have been placed at \$94, closing with buyers at that rate, and with sellers at \$95.

SHIPPING.—Hongkong, Canton and Macao ruled firm during the first part of the week, but towards the close a weakness set in, and sellers at \$27½ failed to find buyers; the market closes quiet with sellers at \$27½. Indos have been in demand for cash during the week, chiefly for Shanghai, presumably to cover short sales, inasmuch as shares are obtainable from the Northern port at the same rate for March delivery as buyers are offering for cash shares or December delivery. Local sales have taken place at \$74 and \$75 cash, and \$75 for December settlement, the market closing strong at \$75 to \$75½ for cash, with no sellers. Old Star Ferries are a little better at \$26. Shell Transports have sellers at 31s.

REFINERIES.—We have nothing to report under this heading.

MINING.—Rauhs have ruled weaker, and sales have been effected as low as \$8; at time of closing there are small buyers at \$8½. Charbonnages remain unchanged and without business.

DOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks remain steady with sales and buyers at \$150. Wharves are wanted at half a point higher than last week's quotation, but no shares are obtainable. Shanghai Docks have ruled with an upward tendency, and sales have been made at Tls. 105, 107 and 108 the market closing at Tls. 109. We have nothing else to report under this heading.

LANDS, HOTELS, AND BUILDINGS.—Hongkong Lands have improved with a small demand to \$105, at which rate sales have been made, the market closing steady. Humphreys have been negotiated at \$11½, closing with sellers at that rate; there is no other business to report under this heading.

COTTON MILLS.—With the exception of Soey Chees, which are enquired for at Tls. 325 to 330, we have no changes to report.

MISCELLANEOUS.—China Providents have changed hands at the reduced rate of \$9, but further shares are wanted at that rate without finding sellers. Dairy Farms have found buyers at \$17. Green Islands at 19, Electrics at \$15, Ropes at \$23, and Morning Posts at \$22. Posts and Green Islands closing in demand.

## Closing quotations are as follows:—

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra .....	\$200	\$120
Banks—		
Hongkong & Shanghai .....	\$125	\$810, sellers London, £93. 10s.
National B. of China A. Shares .....	£6	\$47, buyers
Bell's Asbestos E. A. ....	12s. 6d.	\$7, sellers
China-Borneo Co. ....	\$12	\$10, sellers
China Light & P. Co. ....	\$10	\$10, sellers
China Provident .....	\$10	\$9.25, sellers
Cotton Mills—		
Ewo .....	Tls. 50	Tls. 74
Hongkong .....	\$10	\$13, sellers
International .....	Tls. 75	Tls. 64, ex div.
Laou Kung Mow .....	Tls. 100	Tls. 85
Soeychee .....	Tls. 500	Tls. 325, buyers
Dairy Farm .....	\$6	\$17
Docks & Wharves—		
H. & K. Wharf & G. ....	\$50	\$88½, buyers
H. & W. Dock .....	\$50	\$151, sellers
New Amoy Dock .....	\$6½	\$16½, sellers
Shanghai Dock and Eng. Co., Ltd. ....	Tls. 100	Tls. 108, buyers
Shanghai & H. Wharf .....	Tls. 100	Tls. 236
Fenwick & Co., Geo. ....	\$25	\$22, sellers
G. Island Cement. ....	\$10	\$19, buyers
Hongkong & C. Gas. ....	\$10	\$175, buyers
Hongkong Electric .....	\$10	\$15, buyers
H. H. L. Tramways .....	\$100	\$215
Hongkong Hotel Co. ....	\$50	\$112½
Hongkong Ice Co. ....	\$25	\$236, sellers
Hongkong Rope Co. ....	\$10	\$22
H'kong S. Waterboat .....	\$10	\$7, buyers
Insurances—		
Canton .....	\$50	\$300, sellers
China Fire .....	\$20	\$95
China Traders .....	\$25	\$95, buyers
Hongkong Fire .....	\$50	\$332½, buyers
North China .....	\$25	Tls. 85
Union .....	\$100	\$770, sellers
Yangtsze .....	\$60	\$165, sellers
Land and Buildings—		
H'kong Land Invest. ....	\$100	\$104, buyers
Humphreys' Estate .....	\$10	\$111, sellers
Kowloon Land & B. ....	\$30	\$39
Shanghai Land .....	Tls. 50	Tls. 96, x. n. issue sellers
West Point Building .....	Tls. 25	Tls. 56, n. issue sellers
West Point Building .....	\$50	\$50, sellers
Mining—		
Charbonnages .....	Fcs. 250	\$450, nominal
Rauhs .....	18 10	\$9, sellers
Philippine Co. ....	\$10	\$5
Refineries—		
China Sugar .....	\$100	\$145, sellers
Luzon Sugar .....	\$100	\$22, sellers
Steamship Companies		
China and Manila .....	\$25	\$23, sellers
Douglas Steamship .....	\$50	\$40, sellers
H. Canton & M. ....	\$15	\$27½, sellers
Indo-China S.N. Co. ....	\$10	\$75, buyers
Shell Transport Co. ....	\$1	\$1, sellers
Star Ferry .....	\$10	\$25½, sales & buy.
Do. New .....	\$5	\$17½, buyers
Shanghai & H. Dyeing .....	\$50	nominal
South China M. Post. ....	\$25	\$22, buyers
Steam Laundry Co. ....	\$5	\$5.75
Stores & Dispensaries.		
Campbell, M. & Co. ....	\$10	\$32
Powell & Co., Wm. ....	\$10	\$8, sellers
Watkins .....	\$10	\$3, sellers
Watson & Co., A. S. ....	\$10	\$12½, sellers
United Asbestos .....	\$4	\$9, buyers
Do. Founders .....	\$10	\$150, sales

## VERNON &amp; SMYTH Brokers.

Messrs. J. P. Bisset & Co.'s Share Report for the week ending November 15th, 1906, states:—There has been a fair business done in Wharves during the last week at improved rates, and the Langkat market is also stronger, but most of the smaller stocks have declined owing to investors

selling out to take advantage of the high rates of exchange ruling. Banks.—Hongkong and Shanghai Banks. An operation is reported \$810 and Ex. 73. The latest London quotation is £94. The T. T. on London to-day is 3s. 1½d. Marine and Fire Insurance.—No business reported. Shipping.—Indos are in demand at Tls. 52½ for cash, and Tls. 54 for December, and shares are difficult to obtain. The forward market is very weak and shares are offered at Tls. 53 for March. Shanghai Tug & Lighter Co. Preference Shares have changed hands at Tls. 50 and there are sellers of the Ordinary Shares at Tls. 55. Docks and Wharves.—Shanghai Dock & Engineering Co., Ltd. Shares have been dealt in at Tls. 105 cash, Tls. 106 November and Tls. 107 for December, and the market is very steady. Shanghai & Hongkew Wharves are in demand at Tls. 230 for cash, 235 for December, and shares are wanted further forward at fairly full rates. Sugars.—No business reported. Peraks have recovered a little owing to the declaration of a Tls. 4 dividend, and shares are now wanted at Tls. 97. Lands.—Shanghai Land Investment Co. New shares are quoted at Tls. 56, and the Old shares ex new at Tls. 97. Mining.—No business reported, but there are sellers of Kaiping bearer shares at Tls. 9.40. Industrial.—Cotton Mills. Laou Kung Mows have changed hands at Tls. 88½ cash and Tls. 90 December and Internationals at Tls. 72 December. Ewo cottons are weaker, sellers offering shares at Tls. 75 without finding buyers. Shanghai Gas Co. New shares are quoted at Tls. 106. Maatschappij, etc., in Langkat are stronger, the quotation being Tls. 240 cash and Tls. 242½ Dec., with buyers at these rates. Stores and Hotels.—Astor House Hotels have been dealt in at \$29, Central Hotel Shares at \$16½, and Hotel des Colonies at Tls. 15½. Miscellaneous.—Telephones are in demand at Tls. 64. Dallas Horse Repository Shares changed hands at Tls. 38. Shanghai Mercury Shares at Tls. 47½, and China Import and Export Lumber Co. at Tls. 97½. Loans and Debentures.—No business reported.

## TONNAGE.

HONGKONG, 16th November.—Freights are weaker all round. From Saigon to Hongkong, after fixtures at 13½ cents the rate has dropped to 12 cents per picul; to Philippines, 25 cents last; to Java and Japan, no inquiry. From Bangkok to Hongkong, 16 cents and 19 cents last rates paid. From Java to Hongkong and Japan, no demand. From Newchwang to Canton, 20 last and port of Newchwang is expected to close about 23rd instant. Coal freights are weak at \$1.30 for Hongkong, \$1.40 Swatow and \$1.90 for Foochow. From Hongay to Hongkong, \$1.10 per ton last; to Swatow, \$1.25. Time charter. The *Frithjof* has been closed locally at \$4,000 per month for 2½ months. The following are the settlements:—

*Wing Sang*—British steamer, 1,517 tons, Newchwang to Canton, 18 cents per picul.  
*Lydia*—German steamer, 1,772 tons, Newchwang to Canton, 18 cents per picul.  
*Hanyang*—British steamer, 1,207 tons, Newchwang to Canton, 20 cents per picul.  
*Triumph*—German steamer, 769 tons, Newchwang to Canton, 20 cents per picul (part cargo).  
*Ras Dara*—British steamer, 2,195 tons, Moji to Hongkong, \$1.30 per ton.  
*Amara*—British steamer, 1,566 tons, Hongay to Swatow, \$1.25 per ton.  
*Phuyen*—French steamer, 1,288 tons, Hongay to Saigon, \$2.50 per ton.  
*Standard*—Norwegian steamer, 894 tons, Saigon to one port Philippines, 26 cents per picul.  
*Mandal*—Norwegian steamer, 1,193 tons, Saigon to one port Philippines, 26 cents per picul.  
*Powhatan*—British steamer, 1,640 tons, Saigon to Padang, 40 cents and Singapore, 16 cents per picul.  
*Skuld*—Norwegian steamer, 917 tons, Saigon to Hongkong, 13½ cents per picul.  
*Drufar*—Norwegian steamer, 1,102 tons, Saigon to Hongkong, 13½ cents per picul.  
*Canton Maru*—Japanese steamer, 2,742 tons, Saigon to Hongkong, 12 cents per picul.  
*Phuyen*—French steamer, 1,208 tons, Saigon to Hongkong, 12 cents per picul.  
*Frithjof*—Norwegian steamer, 891 tons, monthly 2½ months, at \$4,000 per month.

## FREIGHT.

From Hankow per Conference Steamers.—To London and Northern Continental ports 46/- per ton of 40 c. ft. plus river freight. To Genoa, Marseilles or Havre 41/8 per ton of 40 c. ft. plus river freight. To New York (via Suez) General Cargo 32/- per ton of 40 c. ft. plus river freight. To New York (via Suez):—Tea 39/6 per ton of 40 c. ft. plus river freight. To New York (overland):—Tea G. \$1½ cents per lb. gross, plus river freight. To Shanghai:—Tea and General Cargo Tls. 1.60 to \$1.80 per ton, weight or measurement.



## SHIPPING.

## ARRIVALS AND DEPARTURES SINCE LAST MAIL.

## November—

## ARRIVALS

16, Brand, Norwegian str., fr m Moji.  
 16, Devanha, British str., from Bombay.  
 16, Haimuu, British str., from Coast Ports.  
 16, Heimdal, Norwegian str., from Bangkok.  
 16, Kohsichang, German str., from Bangkok.  
 16, Kwanglee, Chinese str., from Shanghai.  
 16, Lombard, British str., from Calcutta.  
 16, Oceana, British str., from Cardiff.  
 16, Prometheus, Norw str., from Swatow.  
 16, S msen, German str., from Bangkok.  
 16, Sungkiang, British str., from Manila.  
 16, Taisang, British str., from Newchwang.  
 16, Yiksang, British str., from Newchwang.  
 17, Benlomond, British str., from London.  
 17, Fukuoku Maru, Jap. str., from Anping.  
 17, J. Diederichsen, Ger. str., from K'chauwan.  
 17, Joshiu Maru, Japanese str., from Swatow.  
 17, Kagoshima Maru, Jap. str., from Shanghai.  
 17, Kiangping, Chinese str., from Chefoo.  
 17, Mathilde, German str., from Haiphong.  
 17, Pakling, British str., from Liverpool.  
 17, Quarta, German str., from Tamsui.  
 17, Shohsing, British str., from Shanghai.  
 18, Amigo, German str., fr m Pakhoi.  
 18, Astraea, British cruiser, from Weihaiwei.  
 18, Chipshing, British str., from Chefoo.  
 18, Deucalion, British str., from Shanghai.  
 18, Empr. of Japan, Brit. str., from Vancouver.  
 18, Franz Ferdinand, Aust. str., from Trieste.  
 18, Hongwan I, British str., from Singapore.  
 18, Karin, Swedish str., from Hoihow.  
 18, Kwongsang, British str., from Shanghai.  
 18, Paklat, German str., from Bangkok.  
 18, Paoting, British str., from Iloilo.  
 18, Ras Dara, British str., from Moji.  
 18, Tosa Maru, Japanese str., from Shanghai.  
 19, Binh Thuan, French str., from Bangkok.  
 19, Colombo Maru, Jap. str., from Bombay.  
 19, Gregory Apar, British str., from Calcutta.  
 19, Himsang, British str., from Weihaiwei.  
 19, Hue, French str., from Haiphong.  
 19, Kiyo Maru, Jap str., from Wakamatsu.  
 19, Kumano Maru Jap. str., from Australia.  
 19, Machew, German str., from Bangkok.  
 19, Minnesota, Amr. str., from Seattle.  
 19, Roon, German str., from Shanghai.  
 19, Shantung, British str., from Panoran.  
 19, Soudan, British str., from Taku.  
 19, Sullberg, German str., from Hongay.  
 19, Yochow, British str., from Shanghai.  
 19, Zafiro, British str., from Manila.  
 20, Braemar, British str., from Kelung.  
 20, Carl Diederichsen, Ger. str., from Hoihow.  
 20, D'Entrecasteaux, Fr. ship, from practice.  
 20, Haitan, British str., from Coast Ports.  
 20, Indravelli, British str., from Manila.  
 20, Prinz Sigismund, Ger. str. from Australia.  
 20, Segovia, German str., from Moji.  
 20, Signal, German str., from Bangkok.  
 20, Tjiliwong, Dutch str., from Yokohama.  
 20, Yuensang, British str., from Manila.  
 21, Ceylon, British str., from Yokohama.  
 21, Doric, British str., from San Francisco.  
 21, Glenroy, British str., from London.  
 21, Kabafato Maru, Jap str., from Kobe.  
 21, Knivsberg, German str., from Macao.  
 21, Kwangtah, Chinese str., from Shanghai.  
 21, Loyal, German str., from Bangkok.  
 21, Masan Maru, Japanese str., from Tamsui.  
 21, P. R. Luitpold, Ger. str., from Hamburg.  
 21, Progress, German str., from Quinhon.  
 21, Trieste, Austrian str., from Kobe.  
 22, Drufar, Norwegian str., from Saigon.  
 22, Laertes, British str., from Saigon.  
 22, Tjilatjap, Dutch str., from Amoy.  
 23, Acara, British str., from New York.  
 23, Ailsacraig, British str., from Antwerp.  
 23, Andalusia, German str., from Hamburg.  
 23, Amiral Exelmans, Fr. str., from Antwerp.  
 23, Derwent, British str., from Saigon.  
 23, Flintshire, British str., from Shanghai.  
 23, Ghazee, British str., from Amoy.  
 23, Haiching, British str., from Coast Ports.  
 23, Holstein, German str., from Haiphong.  
 23, Nord, Norwegian str., from Iloilo.  
 23, Quinta, German str., from Sourabaya.  
 23, Teau, British str., from Manila.  
 23, Tremont, American str., from Tacoma.  
 23, Hanoi, French str., from Haiphong.  
 24, Cardiganshire, British str., from London.  
 24, Chiyeu, Chinese str., from Shanghai.  
 24, Kiukiang, British str., from Shanghai.  
 24, Kowloon, German str., from Bangkok.

## November—

## DEPARTURES.

16, D'Entrecasteaux, Fr. flagship, for practice.  
 16, Fausang, British str., for Sourabaya.  
 16, Loongsang, British str., for Manila.  
 16, Merionethshire, British str., for London.  
 16, Phranang, German str., for Bangkok.  
 16, Rubi, British str., for Manila.  
 16, Strathmore, British str., for Pulo Laut.  
 16, Tainan, British str., for Kobe.  
 17, Alabama, British str., for Salina Cruz.  
 17, Childar, Norwegian str., for Bangkok.  
 17, Delta, British str., for Europe.  
 17, Devanha, British str., for Shanghai.  
 17, Falk, Norwegian str., for Singapore.  
 17, Hanamet, Amer. str., for Saigon.  
 17, Ito Maru, Japanese str., for Kobe.  
 17, Lightning, British str., for Calcutta.  
 17, Sexta, German str., for Saigon.  
 17, Skuld, Norwegian str., for Saigon.  
 17, Taurugisan Maru, Jap. str., for K'notau.  
 18, Claverton, British str., for Singapore.  
 18, Frithjof, Norwegian str., for Swatow.  
 18, Haimun, British str., for Coast Ports.  
 18, Huichow, British str., for Shanghai.  
 18, Pitsanulok, German str., for Hoihow.  
 18, Wakamatsu Maru, Jap str., for Moji.  
 19, Adana, British str., for Calcutta.  
 19, Benlomond, British str., for Nagasaki.  
 19, Hailan, French str., for Haiphong.  
 19, Joshiu Maru, Japanese str., for Tamsui.  
 19, Kagoshima Maru, Jap. str., for Bombay.  
 19, Madel Rickmers, German str., for Swatow.  
 19, Pakling, British str., for London.  
 20, Anping, Chinese str., for Shanghai.  
 20, Choyang, British str., for Shanghai.  
 20, Colombo Maru, Jap. str., for Yokohama.  
 20, Deucalion, British str., for London.  
 20, Fukuoku Maru, Japanese str., for Anping.  
 20, J. Diederichsen, Ger. str., for K'chauwan.  
 20, Lombard, British str., for Yokohama.  
 20, Mathilde, German str., for Haiphong.  
 20, Nippon Maru, Jap. str., for S. Francisco.  
 20, Tosa Maru, Japanese str., for Yokohama.  
 20, Uls, Norwegian str., for Saigon.  
 20, Eclipse, British barque, for New York.  
 21, Arabia, German str., for Portland.  
 21, F. Ferdinand, Austrian str., for Shanghai.  
 21, Hongwan I, British str., for Amoy.  
 21, Hue, French str., for Kwangchauwan.  
 21, Kausu, British str., for Shanghai.  
 21, Karin, Swedish str., for Hoihow.  
 21, Kumano Maru, Japanese str., for Japan.  
 21, Paoting, British str., for Shanghai.  
 21, Quarta, German str., for Swatow.  
 21, Roon, German str., for Europe.  
 21, Taming, British str., for Manila.  
 21, Telmachus, British str., for London.  
 21, Tinh w, British str., for Hoihow.  
 21, Tjiliwong, Dutch str., for Hongay.  
 21, Tjim hi, Dutch str., for Kobe.  
 21, Yah ko Maru, Japanese str., for Kobe.  
 22, Amigo, German str., for Pakhoi.  
 22, Ceylon, British str., for London.  
 22, Empr. of India, Brit. str., for Vancouver.  
 22, Fri, Norwegian str., for Bangkok.  
 22, Haitan, British str., for Coast Ports.  
 22, Kwanglee, Chinese str., for Shanghai.  
 22, Loosok, German str., for Bangkok.  
 22, P. R. Luitpold, Ger. str., for Shanghai.  
 22, Segovia, German str., for Hamburg.  
 22, Sungkiang, British str., for Cebu.  
 22, Taisang, British str., for Shanghai.  
 23, Braemar, British str., for New York.  
 23, J. Diederichsen, Ger. str., for Haiphong.  
 23, Chipshing, British str., for Tientsin.  
 23, Chunsang, British str., for Sourabaya.  
 23, Knivsberg, Ger. str., for Kwangchauwan.  
 23, Marie, German str., for Mauritius.  
 23, Patchaburi, German str., for Bangkok.  
 23, Shaohsing, British str., for Shanghai.  
 23, Trieste, Austrian str., for Trieste.  
 24, Yuensang, British str., for Manila.  
 24, Alacerty, British des. ves., for Manila.  
 24, Astara, British cruiser, for Manila.  
 24, Diadem, British cruiser, for Manila.  
 24, Kent, British cruiser, for Manila.  
 24, King Alfred, British cruiser, for Manila.  
 24, M nmouth, British cruiser, for Manila.  
 24, Ailsacraig, British str., for Vladivostok.  
 24, Amiral Exelmans, Fr. str., for Shanghai.

24, Glenroy, British str., for Shanghai.  
 24, Haiching, British str., for Coast Ports.  
 24, Kiangping, Chinese str., for Chefoo.  
 24, Kutsang, British str., for Calcutta.  
 24, Michael Jabsen, German str., for Hoihow.  
 24, Oscar II, Norwegian str., for Kuchinotsu.  
 24, Prometheus, Norwegian str., for Bangkok.  
 24, Shantung, British str., for Samarang.  
 24, Yiksang, British str., for Shanghai.  
 24, Zafiro, British str., for Manila.  
 25, Ghazee, British str., for New York.  
 25, Kwongsang, British str., for Shanghai.  
 25, Masan Maru, Japanese str., for Tamsui.  
 25, Prinz Sigismund, German str., for Kobe.  
 25, Providence, Norwegian str., for Haiphong.  
 25, Sullberg, German str., for Ho how.  
 25, Tjilatjap, Dutch str., for Batavia.  
 25, Yechow, British str., for Shanghai.

## PASSENGERS.

## ARRIVED.

Per *Devanha*, for Hongkong from London.  
 Mrs. J. W. Stephens, Mr. P. C. Potts, Mr. and Mrs. Hellis and infant, Mrs. Bunbury and child, Miss Steel, Miss Stuart, Miss Herschell, Miss Ramsay, Miss McKay, Dr. Louisa Thacker, Mrs. Forbes and infant, and Miss S. Osborne; from Marseilles, Rev. and Mrs. Walsh and 2 children, Sir H. T. Sykes, Mrs. Lichtervelde, Messrs. Morris and A. C. Buyers; from Brindisi, Mr. J. P. Alexander; from Colombo, Mr. S. Cope; from Bombay, Messrs. F. Humphreys, Hussein and C. Moossa; from Singapore, Capt. H. F. Stockley, Mr. R. Mullholland, Bro. A. Foronda, Bro. A. Giner, Sisters Visitacion, Innes and Maria, Mr. R. G. Romero; for Manila from Brindisi, Mrs. Kenney; for Shanghai from London, Miss S. Wells, Miss Walmsley, Miss Mellorey, Miss R. Hudson, Mr. and Mrs. Vale and 2 children, Messrs. C. Hill, R. Harris, C. Harris, Mrs. P. J. M. Shaw and Miss Hamilton; from Marseilles, Messrs. G. P. Griffin and Neill; from Brindisi, Messrs. Jandits and M. S. Terry; from Bombay, Major F. W. Gray, Mr. and Mrs. Talati, Messrs. A. C. Patel, K. Dadabhai and Odzu; from Singapore, H. H. Aga Khan, Messrs. Talamon, Latiff, G. Mahomed, Norman and daughter; for Yokohama from London, Rev. and Mrs. Steel and Rev. P. Cambridge; from Marseilles, Miss C. Murray, Miss Murray and Mr. H. W. Hancock; from Brindisi, Mrs. V. Hawkins.

Per *Empress of Japan*, from Vancouver, Messrs. D. G. Chamberlain, J. Murray, J. M. G. Taylor, Mrs. S. J. Presby, Mrs. R. H. Jackson, Miss W. E. Darley, Mr. and Mrs. L. Gibbs, Mrs. Carmichael, Mr. C. W. Hodgson, Rev. T. R. Heneage, and Capt. T. R. Kidd; from Yokohama, Mr. R. Wallen, Dr. J. E. Meers, Messrs. C. Cooper and Ed. Caesar Hawkins; from Kobe, Mr. and Mrs. W. Adams-Frost, Capt. and Mrs. J. Gilman, Mr. and Mrs. H. Bates, Mr. and Mrs. Bailey, Messrs. H. T. Wheeler, W. T. Law, Mr. and Mrs. J. H. Phillips, Capt. and Mrs. J. Howard, Mr. and Mrs. Miss Imbert Terry, Mrs. and Miss Chaplin, Miss Bremner, Mr., Mrs. and Miss Keith; from Nagasaki, Messrs. C. E. Bacon and J. M. Boyd, Mr. and Mrs. J. Cormack; from Shanghai, Mrs. Emily Cole, Miss M. Printiss, Messrs. R. M. Joseph, D. Haskell, and C. H. Wilson, Intermediate from Vancouver, Messrs. C. Hewitt and E. Katz.

## DEPARTED.

Per *Empress of India*, for Vancouver, &c., Messrs. J. T. Fox and H. J. O. Barnett, Capt. Isaac E. Hurst, Messrs. Geo. H. Hees, R. W. Hees, W. T. Carr, E. L. Pallies, R. McPherson, A. T. Parkin, Mr. and Mrs. W. H. Lane, Mr. and Mrs. J. Gibson, Messrs. A. O. Zinn, L. E. Bennett, H. Sleigh, L. Moore, A. Moir, P. M. Wilde, Mr. and Mrs. V. A. C. Hawkins, Mr. and Mrs. Bovill, Mr. W. R. Turnell, Miss Agabeg, Capt. Stockley, Mrs. A. E. Mullholland, Messrs. Lincoln, Hertel and C. Illins.

Per *Nippon Maru*, for San Francisco, &c., Mr. H. S. McMaster, Dr. W. Noonan, Mr. and Mrs. W. B. Colley, Mrs. L. Furlong, Mrs. A. R. Cotton, Miss Cotton, Comdr. A. Sharp, Mrs. M. L. Stewart, Mr. F. P. Bartley, Mr. and Mrs. J. F. Chagas, Miss De Gonzales, Messrs. A. M. Taylor and L. Glass.

Printed and published by BERTRAM ARONSTUS for the Concerned, at 10A, Des Voeux Road Central, City of Victoria, Hongkong. London Office 131, Fleet Street, E.C.